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CA ARNG Regulation
No. 715-1

1 September 1993

Procurement
FEDERAL PURCHASING AND CONTRACTING PROGRAM

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*This Regulation supersedes CA ARNG Regulation 715-1, dated 30 June 1987.

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1. REFERENCES:

- a. Federal Acquisition Regulation (FAR)
- b. DoD Federal Acquisition Regulation Supplement (DFARS)
- c. Army Federal Acquisition Regulation Supplement (AFARS)
- d. National Guard Federal Acquisition Regulation Supplement (NGFARS)
- e. NGB Pamphlet 715-1/ANG Pamphlet 70-1, NGB Contracting Standard Operating Procedure (NGB CSOP)
- f. NGB Contracting Instruction (NGCI)

2. PURPOSE:

a. The purpose of this regulation is to simplify procedures, reduce administrative costs, and provide the most effective and timely services possible to the requester. It prescribes procedures for California Army National Guard Units, Activities and Training Sites to obtain federal purchasing and contracting services from the USPFO for California, Camp San Luis Obispo, California.

b. This regulation is derived in part from the basic procurement regulations referenced in paragraph 1. The additional procedures prescribed herein are designed to meet the special needs of the California National Guard. In Federal procurement, however, the FAR, DFARS, AFARS, and NGFARS are the primary governing regulations that dictate requirements in the procurement process.

(1) Whenever revisions to the FAR, DFARS, AFARS, and NGFARS are published which make the instructions in this regulation obsolete or contradictory, the provisions of the FAR, DFARS, AFARS and NGFARS shall govern.

(2) Whenever Army regulations contain policies or procedures relating to procurement which conflict with the provisions of the FAR, DFARS, AFARS and NGFARS, the policies and procedures in the FAR, DFARS, AFARS and NGFARS shall govern.

3. APPLICABILITY OF INSTRUCTIONS. This regulation applies to:

a. All California National Guard Units, Activities and Training Sites.

b. All procurements for Supplies, Services and Construction which obligate federally appropriated funds.

4. SUGGESTIONS.

a. Users are not permitted to change the procedures and requirements contained in this regulation without first obtaining written permission from the USPFO. Users should send requests for deviation through the chain of command, as appropriate, to the USPFO, ATTN: CAUS-PC, P.O. Box 8104, Camp San Luis Obispo, CA 93403-8104. The USPFO cannot authorize deviations from Federal Acquisition policy.

b. Suggestions for improvement of this regulation are encouraged; however, implementation thereof must be consistent with applicable procurement regulations.

5. DEFINITIONS.

a. "Acceptance" - An acknowledgment by the receiver that the supplies or services furnished by the vendor conform with the applicable quality and quantity requirements, as outlined in the order/contract. When a unit/facility indicates that supplies or services were "Accepted", the receiver is indicating that the quality and quantity of the items received were in complete agreement with the order requirements, and were provided in total (i.e. a complete shipment).

b. "Accounting Classification" - Is the fiscal code indicating the appropriate account against which supplies or services are to be charged. It includes all accounting/funding classification information to include the unit/activity Unit Identification Code (UIC).

c. "Acquisition" - Is acquiring by contract with appropriated funds, supplies or services (including construction) for the use of the Federal Government through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, or evaluated. Acquisition begins at the point when agency needs are established and includes:

- (1) Description of requirements to satisfy agency needs.
- (2) Solicitation and selection of sources.
- (3) Award of contracts.
- (4) Contract financing.
- (5) Contract performance.
- (6) Contract administration.

(7) Technical and Management functions related to fulfilling agency needs by contract.

d. "Approving Authority" - The designated officer that ensures the item is authorized, the funds are available and the applicable authority is cited on the purchase request.

e. "Blanket Purchase Agreement" (BPA) - Is a simplified method of filling anticipated repetitive needs for small quantities of supplies or services by establishing "charge accounts" with qualified sources of supply. BPAs are designed to reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase documents.

f. "Bona Fide Need Rule" - The basic rule is that appropriated funds are only available during a specific fiscal year period (FY-93, 94, etc.), and funds used for acquisitions of supplies and services must be limited to the bona fide needs of the period of fund availability. Orders and acquisitions for supplies are bona fide needs at the time they are needed. Acquisition of services are bona fide needs at the time they must be rendered/delivered to the Government by vendors/contractors.

g. "Certifying Officer" - The individual responsible for the administrative control of appropriated funds assigned to him as fund manager by the USPFO. Responsibilities include managing and controlling, as well as certifying the availability of funds being used to acquire supplies and services.

h. "Change Order" - Is a written order signed by the Contracting Officer directing the contractor to make changes as authorized in the changes clause of the contract.

i. "Commercial Accounts Section" - The USPFO Commercial Accounts Section (CAUS-CA) prepares, audits and processes all payment vouchers for supplies and services purchased for the California Army National Guard.

j. "Complete Shipment" - The quantity received (for each item on the contract document) agrees in total with the quantity ordered.

k. "Contract" - A mutually binding legal relationship obligating the seller (vendor) to furnish supplies or services (including construction) and the buyer (Federal Government, CA ARNG) to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds, and except as otherwise authorized, are in writing. Contracts do not include grants and cooperative agreements covered by 41 U.S.C. 501, et seq.

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l. "Contract Modification" - Includes any written alterations in the specifications, delivery point, date of delivery, contract period, price, quantity or other contract provisions of an existing contract, whether accomplished by unilateral action in accordance with provisions, or by mutual action of the parties to the contract.

m. "Contracting" - Includes purchasing, renting, leasing, or otherwise obtaining supplies or services from non-federal sources. Contracting includes the description (but not determination) of supplies and services required, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration. It does not include making grants or cooperative agreements.

n. "Contracting Office" - The office that awards or executes a contract for supplies or services and performs post award functions not assigned to a contract administration office.

o. "Contracting Officer" - A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

p. "Discount" - A seller's (vendor) offer to accept a reduced payment in exchange for receiving an earlier payment. Discounts are usually stated in percentages, such as 2 percent/10 days. In this example, the vendor will accept a 2 percent payment reduction in exchange for a check dated not later than 10 days after the supplies or services are "accepted" by the Government.

q. "Full and Open Competition" (F&OC) - Means all responsible sources are permitted to compete on a proposed contract.

r. "Head of Contracting Activity" (HCA) - The Chief, National Guard Bureau.

s. "Initiating Authority" - A designated officer or his designee authorized to initiate purchase requests (DA Form 3953) or other approved forms for supplies, services or construction.

t. "Interest Payment Penalty" - It is the Department of the Army's policy to pay all accounts when due. When payments are not made on time or discounts are taken after the discount period has ended, the Federal Government must pay an interest penalty to the business concern.

u. "May" - Denotes the permissive. However, the words "no person may..." means that no person is required, authorized, or permitted to do the act described.

v. "Offer" - A response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract. Responses to invitations for bids (sealed bidding) are offers called "bids" or "sealed bids"; responses to requests for proposal (negotiation) are offers called "proposals"; responses to requests for quotation (negotiations) are not offers and are called "quotes."

w. "Prompt Payment Act" - This Act (Sections 3901-3906, Title 31, U.S.C.) requires the Federal Government to pay its bills on time, to pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. Compliance with this Act should result in timely payments, better business relationships with suppliers (vendors), improved competition for Government business, and reduced costs to the Federal Government for goods and services.

x. "Received" - The receiver's (i.e. "Authorized Government Representative") acknowledgment of goods having been "Received" is merely an indication listing the goods and quantities a vendor has provided. The quantity of the goods received may not agree with the quantity ordered (i.e. partial shipment).

y. "Standard Army Automated Contracting System" (SAACONS) - A computerized menu-driven interactive database system used by the USPFO Purchasing and Contracting Division in generating contracts. SAACONS software supports both small purchase (local) and contracting actions, from initial entry of purchase requisitions to generation of contractual documents and cover sheets.

z. "Services" - A contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than furnish an end item of supply.

aa. "SF 44" (Purchase Order-Invoice-Voucher) - A multipurpose form used as a purchase order, receiving report, supplier's invoice and public voucher for payment. The SF 44 is used for making primarily "over the counter" purchases by authorized individuals while away from the Purchasing Office.

bb. "Shall" - Denotes the imperative.

cc. "Single Source Acquisition" - A contract for the purchase of supplies or services that is entered into or proposed to be entered into by an agency after soliciting and negotiating with only one source.

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dd. "Small Purchase" (Local) - Is the authority to procure materials, supplies and services by the USPFO for its own use or the use of an activity logistically supported by it. This purchase method is limited to transactions under \$25,000.

ee. "Sole Source Acquisition" - A contract for the purchase of supplies or services that is entered into or proposed to be entered into by an agency after soliciting and negotiating with only one source after determining they are the only source of supply or service that can provide the requirement.

ff. "Supplies" - All property except land or interest in land. It includes (but is not limited to) public works, buildings and facilities, ships, floating equipment, and vessels of every character, type, and description, together with parts and accessories, vehicles, aircraft and parts, accessories, and equipment, machine tools, the alteration or installation of any of the foregoing, subsistence, paper, gas, books, etc.

6. PROCUREMENT SUPPORT SERVICES. Four categories of procurement support services available to all Army and Air National Guard organizations, activities, and units are as follows:

a. Supplies - Includes repair parts, lumber, electrical supplies, pesticides, typewriters, subsistence, gas, paper, books, etc.

b. Services - Includes Non-personal and Personal, as defined below:

(1) Non-Personal Services: Procurement of services by contract in such a manner that the contractor and his employees spend time and effort in providing services in a timely manner and at the quality level specified. The contractor is responsible for supervision of his employees, and for ensuring there is no extensive discharge of a government function which calls for the exercise of personal judgment and discretion on behalf of the Government. Non-personal services may include rental and maintenance of equipment, mess attendant services, laundry services, cleaning of sleeping bags, maintenance of intrusion detection systems (IDS), pest control services, garbage service, sewage and septic pumping, etc.

(2) Personal Services: Procurement of services by contract in such a manner that the contractor or his employees are, in effect, employees of the Government. Personal service contracts must be specifically approved by law. The Chief, National Guard Bureau must authorize the procurement of personal services. Normally, personal service contracts are not authorized.

c. Construction - Includes construction of new facilities, alteration, maintenance and repair of existing facilities to include roofing, painting, paving, fencing, electrical/plumbing rework, etc. Federal contracts for construction or maintenance and repair projects on State-owned land or facilities are not authorized by Federal statute.

d. Architectural and Engineering Services (A/E) - Includes the design of Federal facilities such as the Bell Organizational Maintenance Shop, Los Alamitos Organizational Maintenance Shop, Camp Roberts MATES, Fresno ANG Medical and Administrative Facility and master plans, environmental impact statements, and reports.

7. USPFO CONTRACTING ORGANIZATION.

a. The Purchasing and Contracting Division - That part of the USPFO responsible for obtaining supplies not available through the Department of the Army or Defense Supply System. The USPFO supports these requirements by procuring the unavailable supplies and services from private industry.

b. The Purchasing and Contracting Division is organized into a Purchasing Office and a Contracting Office. Their responsibilities are identified in paragraphs b(1) and (2) below. The Purchasing and Contracting Division performs liaison as required with the National Guard Bureau (NGB) (Office of the Principal Assistant Responsible for Contracting) to ensure NGB coordination and oversight are maintained, and to ensure compliance with NGB policies and regulations covering the acquisition process. Additionally, the USPFO has Air Base Contracting Officers and USPFO-appointed Ordering Officers. These individuals are geographically located at selected Air National Guard Bases and Army National Guard Activities and Training Sites. Operationally, their contracting actions are under the technical supervision of the Chief, Purchasing & Contracting Division, USPFO. Normally, Ordering Officers have primary duties other than contracting.

(1) Purchasing Office: Responsible for processing all Army National Guard requests for supplies and services that have been approved for local purchase by the USPFO Logistics Division. These procurements are governed by small purchase procedures. That is, (a) each purchase action must be \$25,000 or less, and (b) the final price of the purchase is reached by simple negotiation with the vendor. Small purchase methods include the use of Purchase Orders, Delivery Orders, Blanket Purchase Agreements (BPA), SF 44 Vouchers, and Imprest Fund Vouchers. The Purchasing Office establishes BPAs, researches sources of supply, solicits quotations and selects the method of procurement.

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Regardless of the procurement method selected, the Purchasing Office is responsible for ensuring that the price is fair and reasonable before the Contracting Officer, by signature, commits the Government to the purchase.

(2) Contracting Office: Responsible for processing all Army and Air National Guard requests for supplies, services, or construction in which the estimated cost of the procurement exceeds \$25,000. Except for Architect-Engineering (A&E) contracts and Small Business Administration (SBA) Minority Business 8(a) contracts in which the contract price is derived by negotiation, all other types of procurement actions are accomplished principally by the use of Sealed Bidding (Invitation for Bid). In each case, the magnitude of these procurements requires the contractor to enter into generally more complex contracts with the Government than are normally required using simplified small purchase procedures. The three principal methods of contracting follow:

(a) The Sealed Bidding Method involves - (1) synopsisizing the proposed procurement in the Commerce Business Daily (CBD) (a Government-owned advertising agency) for a minimum of 30 days, (2) preparing and distributing Invitations for Bid (IFB) to include plans and specifications, (3) conducting a public bid opening, (4) evaluating the bids and making an award based on the lowest responsive, responsible bidder, and (5) monitoring the performance of the contract after award.

(b) Negotiated Architect-Engineering Contracts involve - (1) synopsisizing the proposed requirement in the Commerce Business Daily for a minimum of 30 days, (2) receiving completed A-E and Related Services Questionnaires (SF 254/255s) from interested A-E concerns, (3) convening a selection board for the technical evaluation, pre-selection, and final selection of A-E candidates for negotiations, (4) negotiating a fair and reasonable price with the firm recommended by the selection board, (5) awarding the contract, and (6) monitoring the performance of the contract after award.

(c) Small Business Minority 8(a) Contracts involve - (1) offering the proposed procurement to Small Business Administration (SBA) for award to a small business minority 8(a) contractor, (2) notification of the SBA's proposed 8(a) subcontractor, (3) negotiating a fair and reasonable price with the proposed 8(a) subcontractor, (4) awarding the contract to the SBA as the prime contractor with the respective 8(a) contractor as the subcontractor, and (5) monitoring the performance of the contract after award.

c. Contracting Officers and Ordering Officers are the only individuals specifically authorized by the Government to buy from

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private industry. The manner of procurement authorized, whether it is by placing orders against blanket purchase agreements (BPAs), issuing purchase orders, executing contracts by sealed bidding, or by negotiations, is expressly limited to and by each individual Contracting/Ordering Officer appointment. All commanders and supervisors should realize that Federal Acquisition Regulations admonish these individuals into compliance under penalty of personal liability. Because of the seriousness of these penalties, commanders/supervisors should not abridge or influence the actions of these individuals. Should an occasion arise in which it appears that a proposed action would be contrary to a plan or mission, the commander/supervisor should contact the USPFO, Chief of the Contracting Office so that he may intercede on questions of procedure or legal sufficiency.

d. Ordering Officer.

(1) USPFO-appointed Ordering Officers are currently located with the following Army National Guard Activities and Training Sites:

- (a) ARNG Training Site, Camp Roberts, CA
- (b) MATES, Camp Roberts, CA
- (c) AVCRAD, Fresno, CA
- (d) AFRC, Los Alamitos, CA
- (e) CSMS, Stockton, CA
- (f) CSMS, Long Beach, CA
- (g) MATES, Fort Irwin, CA

(2) Ordering Officers may be appointed for special projects, such as convoy duty, etc. Commanders having special or unique requirements which may require the appointment of an Ordering Officer within his command must submit a written request through command channels to the USPFO, ATTN: CAUS-PC. The content of the memorandum should provide detailed justification as to the need for such appointment and the qualifications of the nominee. See Appendix A for "Instructions for Ordering Officer Nominations". Nominees must be federal employees. Employees other than those of the Federal Government are ineligible for appointment. Ordering Officers, by nature of their appointment, are Federal Procurement Agents. Note: Not everyone can become an Ordering Officer, and certain requirements must be met. Nominees must display a certain degree of competence in Federal procurement law and procedures, and they must take and pass a written procurement test prior to appointment.

(3) Ordering Officers are appointed on written orders from the USPFO. The order will specify the types of supplies and/or services authorized for purchase and will limit the individuals to specific procurement methods.

8. PROCUREMENT POLICIES. Federal procurement policies have evolved over the years and are continuing to evolve. Current policies require "Full and Open Competition" (F&OC) whenever possible, the preference for sealed bidding over competitive proposals, and a determination of reasonableness of price before award is made. Additionally, there have been various policy considerations dealing with small business concerns, labor surplus concerns, minority business enterprises, Buy American Act, mandatory sources of supply, and other procurement policies when the negotiation method is used. There are four basic principles underlying the DoD's contracting process:

a. To ensure reasonable prices, contracts are awarded competitively whenever possible. This practice reflects the theory that full and open competition results in fair and reasonable prices. Such competition also avoids favoritism by assuring that all qualified contractors have the opportunity to sell to the Government. Full and open competition is accomplished by the sealed-bid method (Invitation for Bid). Procurements made by other than competitive procedures are limited to specific situations and must be justified in writing to the Contracting Officer.

b. Contracts are awarded only to contractors found to be responsible. Regardless of the procurement method used, procurement regulations provide that before a contract is awarded, the Contracting Officer must assure that a prospective contractor is responsible. This means that a contractor must:

- (1) have, or be able to obtain, adequate financial resources.
- (2) be able to comply with the delivery requirements.
- (3) have a satisfactory record of performance.
- (4) have a satisfactory record of integrity and business ethics.
- (5) have, or be able to obtain, the necessary organization, experience, accounting and operational controls and technical skills.
- (6) have, or be able to obtain, the necessary production, construction, and technical equipment and facilities.

(7) be otherwise qualified and eligible to receive award under applicable laws and regulations.

When the Contracting Officer cannot find responsible the small business that offered the lowest responsible price, the case must be referred to the Small Business Administration (SBA). The SBA will review the findings and make a determination as to whether or not the small business is responsible. If it does find the small business responsible, the Contracting Office must award to that contractor. If it does not find the small business responsible, the Contracting Officer is free to award to the next responsible low bidder.

c. The type of contract issued must be appropriate for the particular procurement. The regulations authorize the use of several different types of contracts and describe the circumstances for the use of each. The type of contract is determined by the circumstances of the procurement and the degree of risk associated with performance of the contract.

d. The Defense Procurement Program is used to implement various national, social and economic policies. Some policies are implemented by mandatory contract provisions, such as those requiring that minimum standards for wages, hours, and working conditions be met in producing supplies or performing services under a DoD contract. Other policies are furthered by laws requiring contracts to be awarded to certain contractors or prohibiting their award to others. For example, certain items must be purchased from Federal Prison Industries, Inc., while contracting with a company convicted of violating air pollution standards is prohibited. A third method of implementing national policies is the use of special procurement techniques, such as set-asides both for small businesses and for firms located in labor surplus areas.

9. MANDATORY SOURCES OF SUPPLY. It is important to realize that there are certain mandatory sources of supply from which contracting must begin the procurement process. When a required item is not available through USPFO stock or through defense depot/stock, the item is not automatically set aside for local purchase "downtown". The Contracting Office is mandated to check other sources for availability before resorting to an open market purchase. In the order of preference, these sources of supply are listed below:

a. Supplies:

- (1) agency inventories
- (2) excess from other agencies

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- (3) Federal Prison Industries, Inc.
- (4) the blind and other severely handicapped
- (5) GSA Stock Program and other wholesale suppliers (DLA, VA, MILITARY ICP's)
- (6) Mandatory Federal Supply Schedules
- (7) Optional Use Federal Supply Schedules (non-mandatory)
- (8) commercial sources (includes education and institutions)

b. Services:

- (1) the blind and other severely handicapped
- (2) Mandatory Federal Supply Schedules
- (3) Optional Use Federal Supply Schedules
- (4) Federal Prison Industries, Inc.

c. Other Government Supply Sources for Specific Supplies or Services:

- (1) GSA Consolidated Purchase Program
- (2) Defense Logistics Agency
- (3) Veterans Administration
- (4) Government Printing Office (GPO) - All printing requirements in excess of \$1,000 must be procured through GPO.

10. DEPOT/GSA STOCKS.

a. When the requested item is available through DoD/DA Depot or GSA Stock Stores, the item must be requisitioned through these available sources of supply. Only when it has been confirmed that these sources of supply cannot meet the priority designator of the requester or are not available, shall small purchase procedures be utilized to purchase the item "downtown". See paragraph 9, Mandatory Sources of Supply.

b. The USPFO Logistics Division is responsible for ensuring that all supply requests are reviewed, and the use of prescribed stock release procedures and/or MILSTRIP Requisition Procedures

are considered before such requests are forwarded to the Contracting Office.

11. LOCAL PURCHASE OF NONSTANDARD ITEMS OF SUPPLY. Items of supply that are not normally stocked at Defense Depots or GSA are generally termed Non-Standard Items of Supply. These items cannot be purchased "downtown" without proper approval when standard items are available in the supply system at less cost. When an acceptable standard item is available to do the job, even though it may be a little different, it should be used. If the requester has a valid complaint about the quality of an acceptable standard item the requester may submit a quality control complaint (SF 368) through the USPFO Logistics Division to the appropriate stock depot. Assistance in the proper submittal of this form is available by contacting the USPFO Logistics Division. The complaint must be valid; the nonavailability of an item in a specific color is not a valid complaint unless the color of the item affects use in terms of form, fit, and function.

12. PROCUREMENT METHODS.

a. Purchasing and contracting actions are grouped into two general categories. Each category is governed by the dollar amount involved in the procurement action. That is, they are either called "small purchases" (\$25,000 or less) or "other than small purchases" (over \$25,000).

b. Small purchase procedures are the least restrictive and most simplified. The most significant distinction between small and other than small is that full and open competition (F&OC) is generally mandatory for procurements for other than small purchases.

c. Procedures requiring F&OC are much more restrictive and inflexible in that certain rigid rules apply such as requirements for sealed bids, rules concerning bid mistakes, withdrawal or modifications to bids after opening, discussions with contractors prior to contract award, determination of bid responsiveness and bidder responsibility, etc. Competitive procedures available for use in fulfilling the requirement for F&OC are basically by:

(1) Sealed Bid

(2) Competitive Proposals

d. The small purchase method gives the Contracting Officer the greatest flexibility and usually is the quickest way for the Government to make purchases. In every case, the Contracting Officer will determine the small purchase method to be used. Simplified methods used in making small purchases are:

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- (1) The Purchase/Delivery Order (DD Form 1155)
- (2) Blanket Purchase Agreements (BPA)
- (3) The Standard Form 44 (Purchase Order-Invoice-Voucher)

13. PURCHASE/DELIVERY ORDER (DD Form 1155). The purchase order is the most widely used of all the small purchase methods and is mandatory for all small purchases under \$25,000. This method provides the greatest documentation of all the methods for small purchases, but it is also the most expensive. The administrative cost of processing a purchase request through to completion is \$500. Because of this cost, the purchase order method is used only when one or more of the following are present:

- a. To establish a record of funds being obligated.
- b. When the vendor desires a written order.
- c. When the list of items is long.
- d. When an item description is complex.
- e. When the supplier is remote.
- f. When delivery, payment, inspection, packing or other aspects of the procurement are facilitated. Users do not need to know the mechanics of this form, but should be familiar with its use and its completion after receipt of supplies. See paragraph 16, Receiving/Acceptance Reports, for instructions pertaining to the receipt and acceptance of supplies or services.

14. BLANKET PURCHASE AGREEMENTS (BPA).

a. The Blanket Purchase Agreement is a simplified method of filling repetitive requirements for items or services not available through USPFO stock, defense depot/stock, or other mandatory sources. It is a "charge account" with selected vendors and is principally used because it saves time and paperwork. BPAs are designed to reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase documents. BPAs are established by the Contracting Officer when:

- (1) A wide variety of items in a broad class of goods, like hardware, are generally purchased from local suppliers, but the exact items, quantities, and delivery requirements are not known in advance and may vary considerably.

(2) There is a need to provide local commercial sources of supply for one or more offices in a given area that do not have or need authority to purchase otherwise.

(3) Where the writing of numerous purchase orders can be avoided through the use of this procedure.

b. Not everyone can order against a BPA. The Contracting Officer appoints BPA Call Ordering Officers formally in writing to place calls against the BPA. The appointee will formally acknowledge receipt and return the appointment letter to the USPFO Contracting Office. BPA Call Ordering Officer appointments may be revoked at any time by the Contracting Officer and shall be terminated in writing. The BPA Call Ordering Officer must stay within the monetary restrictions placed upon him by the Contracting Officer and cannot exceed:

(1) The dollar amount limitation indicated on the appointment letter.

(2) The monetary limitation imposed on the BPA. (Note: The dollar limitation indicated on the appointment letter and the monetary limitation imposed on the BPA is not an indication that funding is available. Funding must be obtained from the appropriate fund manager.)

(3) The funds available for the purchase from the authorized fund manager, which must be pre-approved.

(4) The Supplies/Services must be immediately available.

c. Commanders and Supervisors of BPA Call Ordering Officers must allow sufficient time for the individual to perform their duties. Responsibilities of the appointed BPA Call Ordering Officer are not delegable. Termination of appointment occurs upon expiration of the appointment delegation, reassignment or termination of employment, or misconduct.

d. Establishing BPAs. Written requests to establish BPAs should be submitted through command channels to the USPFO, ATTN: CAUS-SU. There is no limit on the number of BPAs that can be established; however, the number should be reasonable and dictated by past activities and projected use. All requests shall contain a statement as to projected volume (such as estimated dollar value), usage, supplies or services to be furnished, what funding will be used and, most importantly, why it is required.

e. Review of BPAs. The USPFO Contracting Office, in conjunction with CAUS-SU, will review all BPAs on an annual basis. The review will consider changes in market conditions,

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sources of supply, changes in requirements by supported activities, and other factors that may dictate a need to establish new BPAs, modify existing BPAs, or terminate infrequently used BPAs. The review will also look at commodities purchased and funding used. The Contracting Office will automatically terminate an infrequently used account (one that incurs less than two transactions per month). If there are several vendors that can provide the same type of supplies (i.e. auto parts stores, lumber companies), BPAs will be established with only a few of these firms, but not all. BPAs will be rotated with/among new vendors at the discretion of the Contracting Office.

f. Purchasing from BPA Accounts.

(1) Purchasing from BPA vendors will be rotated equitably among those BPA accounts established for the local area offering similar services and/or supplies.

(2) All BPA Call Ordering Officers are required to establish and maintain a BPA Call Register. See Appendix B for a sample of a BPA Call Register.

(3) BPA files for off-post locations will be inspected and reviewed annually by the USPFO Contracting Office and USPFO Logistics Office to ensure BPA Call Ordering Officers are properly administering BPA accounts as follows:

(a) Operating within the scope and limitations of their authority.

(b) Purchases are not split to avoid monetary limitations.

(c) Items available through USPFO stock, defense depot/stock or mandatory sources are not being purchased without prior approval of CAUS-SU.

(d) Properly approved funding is being used.

(e) Meeting standards prescribed in AR 600-50, Standards of Conduct.

(f) Authority has not been redelegated.

(g) Timely and accurate procurement reports are submitted to the Contracting Office.

g. BPA Reports. Reports of BPA reviews and inspections shall be kept a minimum of one year by the BPA Call Ordering Officer and shall be made available for review by inspectors upon

request. BPA Call Ordering Officers will be given an opportunity to promptly correct any noted deficiencies found during the review. Uncorrected deficiencies may cause the Contracting Officer to revoke an appointment.

15. STANDARD FORM 44 (Purchase Order-Invoice-Voucher).

a. The Standard Form 44 is designed primarily for on-the-spot, over-the-counter purchases of supplies and non-personal services. This multipurpose form can be used not only as a purchase order, but as a receiving report, invoice, and public voucher. The Standard Form 44 includes no written terms and conditions. Authorization to use SF 44s are reserved only to individuals specifically appointed by the Contracting Officer. The Standard Form 44 may be used when all of the following conditions are satisfied:

- (1) Purchase is not in excess of \$2,500.
- (2) The supplies or services are immediately available.
- (3) One delivery and one payment will be made.
- (4) Its use is determined to be more economical and efficient than the use of any other small purchase method.

b. Department of the Army Aviators and Masters of Army-owned or operated vessels making emergency purchases of supplies (e.g. fuels, oils, parts) and services (e.g. mechanical services, hangar storage, landing and docking fees, and employment of civilian guards or watchmen to safeguard Government property) may use the Standard Form 44 or the provisions of AR 703-1 under any of the conditions identified below. Army Aviators should refer to Appendix C, "SF 44 procedures for Army Aviators", for further guidance.

- (1) Authorized flights or voyages during which mechanical or meteorological conditions prevent the obtaining of required supplies and services from Government facilities.
- (2) Conditions under which continuation of flight, voyage or mission would constitute a hazard to safety or endanger public property.
- (3) Conditions under which procurement of supplies and services from Government facilities would interfere with approved flight plans or voyages.

c. Reserve Component Unit Commanders are authorized to make over-the-counter type purchases not exceeding \$2,500 per transaction using a SF 44 in the event of receipt of a Federal

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Mobilization Order requiring movement of the unit to a Mobilization Station or site, or where procurement support is otherwise not readily available from a supporting installation. This authority shall be temporary in nature and shall expire at the Mobilization Station, site or supporting installation. Reserve Component Unit Commanders may delegate this authority to any Commissioned Officer or Warrant Officer under their command. To the extent practicable, multiple units moving in a group should have one individual preassigned to accomplish this function for the group. Fund citations to be used on the SF 44 will normally be obtained from the supporting Home Station Installation and updated as necessary. (See FORSCOM Mobilization and Deployment System (FORMDEPS), Vol. III, for other conditions of use and procedures.) All pertinent instructions for the individuals authorized to make such purchases should be prepared in advance and placed with the SF 44 in a mobilization package.

d. Individuals identified in paragraphs 15a, b and c above shall prepare and submit information for procurement reporting purposes to the supporting purchasing office as specified by that office.

e. When SF 44s are issued to units or activities, the following instructions apply:

(1) All copies of the form must be legible. To assure legibility, indelible pencil or ballpoint pen should be used. The seller's name and address must be printed.

(2) Items ordered will be individually listed. General descriptions such as "hardware" are not acceptable. Show all discount terms.

(3) Enter the project reference, authorization and/or other identifying description in the space captioned "PURPOSE". Also enter proper accounting information, if known.

(4) Copies one and two are given to the seller. Copy one is for the seller's use as an invoice or as an attachment to his commercial invoice (if the latter is used, copy one should be attached, unsigned). Copy two is the seller's record of the transaction. Copy three is the receiving report and is completed by the buyer and must be forwarded within two working days to the USPFO, ATTN: CAUS-CA, P.O. Box 8104, San Luis Obispo, CA 93403-8104. If the seller is willing, the buyer can take copy one, properly completed, and include it with copy three. Payment is thus expedited since the invoice is already matched to the receiving report. Otherwise, the seller mails copy one to the USPFO, ATTN: CAUS-CA. Copy four is to be retained by the user (buyer) as a record of the transaction unless instructed otherwise.

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16. RECEIVING/ACCEPTANCE REPORTS.

a. DD FORM 1155, Purchase/Delivery Order. The Purchase/Delivery Order (DD Form 1155) is normally used as a receiving report. The accountable officer/receiver or consignee for the Government is responsible for completing blocks 20 and 26 of the DD Form 1155. Blocks 20 and 26 are completed to acknowledge the "Acceptance" of supplies as follows:

(1) "Acceptance of Supplies":

(a) If the quantity received (for all items) is the same as the quantity ordered, indicate so by placing a checkmark next to the quantity indicated in block 20, "Quantity Ordered/Accepted" portion of the DD Form 1155. If the quantity received (for any item) is not the same as the quantity ordered, and item 19 (DD Form 1155) does not specifically state "Partial Shipment Authorized", the supplies are not acceptable to the Government and therefore the DD Form 1155 is not to be completed (dated/signed). Instead, the receiver must immediately notify the USPFO Contracting Office (except as noted below) of the unauthorized partial shipment and then follow the instructions outlined in paragraph 16b, below. NOTE: The Contracting Office only needs to be notified of a partial shipment when the DD Form 1155 (item 19) does not indicate that a "partial shipment is authorized".

(b) Block 26 of the DD Form 1155 is completed only when the contractor satisfactorily performs the requirements of the purchase order in its entirety (see paragraph 5, "Acceptance"-defined). Acceptance will be acknowledged by placing an "X" in the block entitled "Accepted and Conforms to the Contract Except as Noted" (block 26), and then signing and dating block 26. Receiving personnel must forward one copy of DD Form 1155 to CAUS-CA and CAUS-SC within two working days after date of delivery of goods or completion of services. See Appendix D for a sample of a completed DD Form 1155 acknowledging the "acceptance" of supplies.

b. DD Form 250, Material Receiving and Inspection Report. The DD Form 250, Material Receiving and Inspection Report (see Appendix E) is an interim receiving report and will be used to show the receipt of a partial delivery/shipment. A separate DD Form 250 is to be completed for each partial delivery/shipment received. Note: Once all the items indicated on a DD Form 1155 have been received, a DD Form 250 will not be prepared; however, the applicable DD Form 1155 will be completed in accordance with paragraph 16a(1)(b), above. Receiving personnel will forward one completed copy to the USPFO, ATTN: CAUS-CA within two working days after the date of partial delivery. The accountable

officer/receiver/consignee for the Government is required to complete the following blocks of the DD Form 250:

(1) "Receipt of Supplies":

(a) "Proc. Instrument Iden." (Block 1) - This block will contain the authorization number of the original procurement instrument (DD Form 1155, Purchase/Delivery Order). This number is commonly referred to as the "DAHA" number and is indicated in blocks 1 or 2 of the DD Form 1155. Note: The "DAHA" number will normally be referred to as the "Customer Order Number" on vendor packing/delivery slips.

(b) "Prime Contractor" (Block 9) - Enter the vendor's business name and complete mailing address. This information can be extracted from block 9 of the applicable DD Form 1155.

(c) "Shipped To" (Block 13) - Enter the name and complete mailing address of the unit/facility receiving the partial shipment. A telephone number (commercial/DSN) and point of contact (POC) should also be provided to allow Contracting and/or Commercial Accounts personnel to contact the receiver if necessary.

(d) "Item No" (Block 15) - For each partial shipment of an item received enter the corresponding item number from block 18 of the applicable DD Form 1155.

(e) "Stock/Part No/Description" (Block 16) - Enter the stock/part number and description of the item received. This information should be compared to the information in block 19 of the applicable DD Form 1155.

(f) "Quantity Shipped/Received" (Block 17) - Enter the actual quantity received for each applicable item number.

(g) "Unit" (Block 18) - Enter the unit of issue (i.e. each, box, case, etc.).

(h) "Unit Price" (Block 19) - Enter the unit price of an item only when the quantity of the item received is greater than one.

(i) "Amount" (Block 20) - Enter the "total amount" for each item indicated on the DD Form 250 (Block 15). For example:

1 EA - Amount = \$39.45, or 3 EA @ \$5.52 - Amount = \$16.56

(j) "Receiver's Use" (Block 22) - Completion of block 22 indicates the receipt of the quantity as entered in block 17 of the DD Form 250. Block 22 shall reflect the date the partial

shipment was received, and the typed name and signature of the Authorized Government Representative (receiver). Receiving personnel will forward one completed copy of the DD Form 250 to the USPFO, ATTN: CAUS-CA, within two working days after the date of partial delivery.

17. PURCHASE REQUEST.

a. A Purchase request will be initiated by using one of the following forms:

(1) DA Form 3953, Purchase Request and Commitment Form. A DA Form 3953 will be prepared by all Army National Guard units for items of supply without a National Stock Number, or for services or construction. The form will be completed in accordance with Appendix F and forwarded to the USPFO Logistics Division, ATTN: CAUS-SC. Requests supported by stock funds or bulk funds will be certified as to funding availability by the USPFO.

(2) DA Form 2765-1, Request for Issue or Turn-In. The DA Form 2765-1 will be used by Army National Guard units and activities requesting items of supply that have a National Stock Number or a commercial part number. The DA Form 2765-1 should be prepared in accordance with the most current Unit Supply Update, published by Headquarters, Department of the Army, and forwarded to the USPFO, ATTN: CAUS-SC. All applicable information normally entered on the DA Form 3953 will be entered thereon. Refer to Appendix G for a sample of a completed DA Form 2765-1.

(3) DD Form 1348-6, NON-NSN Requisition (Manual). The DD Form 1348-6 will be used when requesting items of supply without a National Stock Number assigned or when exception data is required for a specific item of supply. The form will be prepared in accordance with Appendix H and forwarded to the USPFO, ATTN: CAUS-SC.

(4) AF Form 9, Request for Purchases. The AF Form 9 is used exclusively by Air National Guard units/activities when requesting items of supply without National Stock Numbers, or for services or construction. The form is also used for certifying fund availability.

b. Purchase requests received in a memorandum format are not acceptable when they are submitted as a stand-alone document and will be returned without action. In each case, all request documents (i.e. forms 3953, 2765-1, 1348-6, 9) must contain as a minimum the following information:

(1) Purchase authority

- (2) Funding citation
- (3) Requester, address, and both commercial and DSN telephone numbers (include requisition number)
- (4) Delivery requirements (include Milstrip Priority Designator)
- (5) Estimated price of the item(s)
- (6) Item identification (purchase description)
- (7) Authorizing signatures
- (8) Other appropriate information

c. All purchase requests shall have, or be accompanied by, a complete purchase description or the specifications of each item to be purchased and the date it is required. See paragraph 18, "Purchase Description", for definition. The initiator of the request (unit, activity, etc.) shall ensure that funds are available for procurement. Procurement action will not be started until funds are available for the procurement. Requests supported by stock funds or bulk funds will be certified as to funding availability by the USPFO Logistics Division.

d. Forms 3953, 2765-1 and 1348-6 are to be sent directly to the USPFO, ATTN: CAUS-SC. Supply or procurement action will be delayed if purchase requests are erroneously sent to CAUS-PC. Units and activities will not be allowed to upgrade requisition priorities (Milstrip Priority Designators) due to planning failures. Purchase requests will be reviewed and processed by CAUS-SC according to established supply procedures. CAUS-SC will forward requests to CAUS-PC they cannot support from existing inventory stock and for which local purchase is authorized for procurement action.

e. Units can assist the Contracting Office by furnishing sources of supply if available. However, DO NOT obtain or ask for price quotes, disclose Government estimates or give direction to contractors to proceed with work, etc. Such activity can compromise contracting procedures and seriously jeopardizes the confidence of the public in fair and impartial Government buying practices.

f. The Army has delegated contracting authority to relatively few individuals. Those persons are appointed as Contracting Officers with authority to legally bind the Government. Only they or their authorized representatives may contact vendors or contractors to establish binding agreements or contracts which obligate Government funds. Persons who have not

been designated as Contracting Officers or their authorized representatives are not permitted to:

(1) Contact vendors or bidders to negotiate prices or the delivery of an item.

(2) Solicit price quotes on technical proposals for any purpose, including "planning" purposes.

(3) Provide contracting information or Government price estimates to contractors.

(4) Tell contractors or bidders about their competitors' bids or proposals.

(5) Permit or instruct a contractor to change the technical provisions of a contract.

(6) Modify or alter the scope of effort prescribed in an existing contract.

(7) Make statements regarding a contract, bid, project, or proposal which may be construed as a commitment by the Government.

(8) Sign letters of intent to purchase.

(9) Request or accept from a contractor a loaned piece of equipment, free samples, extra work, or free on-site demonstrations. Unsolicited items of equipment or demonstrations should be referred to the Contracting Officer for the execution of a vendor demonstration agreement as found in paragraph 39 of this regulation.

g. Contracting directives prescribe procedures applicable in most situations. Emergency or "walk through" procedures have been established for urgent requirements. Circumventing established procedures to expedite an action or give a particular vendor an advantage over others is prohibited. The California National Guard must avoid the potentially comprising situations described above. The integrity of the Federal contracting system requires strict adherence to directives and published procedures when working with contractors. Prohibitions and responsibilities are further defined in paragraphs 36 through 38, and 41 of this regulation.

18. PURCHASE DESCRIPTION.

a. Purchase Descriptions. A list or description of an item's salient characteristics (i.e. physical, functional, etc.) which are essential in meeting the minimum needs of the

Government (user). A purchase description must be clearly written and should include the following (as applicable):

- (1) Common nomenclature
- (2) Manufacturer, catalog number, part number, color
- (3) Kind of material, i.e. type, grade, alternatives, etc.
- (4) Electrical data, if applicable
- (5) Dimensions, size, capacity, or weight
- (6) Principles of operation
- (7) Restrictive or significant environment condition
- (8) If part of an assembly, the location within the assembly
- (9) Essential operating conditions
- (10) Special features, if any
- (11) Intended use
- (12) Operation to be performed
- (13) Equipment with which the item is to be used
- (14) Other requirements, as appropriate

b. Current policy allows the use of a purchase description when (1) the purchase is under \$25,000, (2) the requirement is a one-time purchase, or (3) it is impracticable or uneconomical to prepare specifications. Note: If specifications already exist for an item, they must be used; however, do not use vendor specifications. If no specification exists or applies, or if requesting a service, a statement of work or specification must be prepared by the requester. The Contracting Office will not be asked to develop or write specifications or statements of work since Contracting cannot understand or hope to understand all requirements.

c. Brand Name or Equal Descriptions. Brand name "or equal" descriptions may be used only as a last resort for supplies or equipment when it is otherwise impossible, impractical or infeasible to describe the requirement. One feature of this procedure must always be included: Users must describe the item's salient characteristics (IAW paragraph 18a above). We

must know what criteria any "equal" item must meet. Not knowing the standard we must meet may result in the user being required to accept a product they cannot use.

d. A brand name or equal purchase description received without an accompanying salient description of the item's characteristics will not be processed. Brand name or equal purchase descriptions shall contain the following information, to the extent available, and shall include other information as necessary to describe the item required:

- (1) Complete common generic identification of the item required.
- (2) Applicable model, make, or catalog number for each brand name product requested, and the identity of the commercial catalog in which it appears, and if possible, a photocopy of the correct page.
- (3) Name, address, and telephone number of the manufacturer, producer or distributor of each brand name product requested.

e. The requester (Supply/Maintenance Specialist, Facilities Engineer, Base Civil Engineer, etc.) has the primary responsibility to ensure requests for procurement are accompanied by adequate requirements determinations/specifications/purchase descriptions or statements of work since they are the proponent of the document. However, many requesters (customers) are unwilling or unable, throughout the contracting process, to describe their needs in the detailed and generic terms necessary to effectively and legally meet their needs. Developing detailed descriptions requires time, training, planning and thoroughness. Normally, customers cannot or will not devote the resources necessary to meet what they perceive to be a bureaucratic nuisance. Customers tend to delay defining requirements until they no longer have sufficient time to do it properly. Once customers reach the point when they must have the particular supplies or services, they attempt to push the contracting system in order to make up for their failure to plan ahead and adequately define their requirements. Methods used to push the contracting system include:

- (1) Assigning an unwarrantably high priority to the request to justify taking shortcuts in the procurement process.
- (2) Trying to justify sole source procurement to avoid developing the generic specifications required for competitive procurements.

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(3) Obtaining command sympathy and support to pressure the contracting office to speed up the procurement cycle.

(4) "Shopping around" in an attempt to find a Contracting Officer willing to expedite the procurement cycle or ignore the inadequacies in the statement of work.

(5) "Shortcuts" to make up for planning deficiencies resulting in costly errors such as (1) paying exorbitant prices for last minute purchases of basic supplies to support a major exercise that had been planned for over a year or (2) paying relatively high costs to modify existing construction contracts to add work that should have been included in the original specification/design.

f. Contracting Officers will not develop the specification package. They are responsible for reviewing the specifications for ambiguities and for conflicts with acquisition regulations. Assistance in developing specifications will be provided upon request. Specifications are the heart of any procurement package. A thorough review of the specifications (and drawings) prior to the issuance of a solicitation and the award of the contract will go a long way in preventing the development of bid protests or contract disputes during contract performance.

g. Restrictive or inadequate information. A description or specification that is too strict can be just as undesirable as one that is too vague. Whenever possible, a description should allow tolerances (e.g., if an item is required to be painted, the user should allow for variances unless absolutely only one color will suffice). Other characteristics (such as weight, size, etc.) should also allow for variances. Poor descriptions or specifications contribute to misunderstandings between the Government and the contractor and frequently lead to either inferior products and/or unnecessary high prices. Careful screening of purchase requests/item descriptions by approving authorities will preclude delays in purchasing action. A "Specification Review Checklist" is provided in Appendix I.

19. SPECIFICATIONS.

a. Specifications are the basic foundation of any procurement and are not an area for shortcuts. A properly written specification can save time and dollars in providing support supplies/services/equipment, is a form of communication between the Government and civilian contractors, and is subject to legal interpretation. It must be written for, and understood by, personnel who do not necessarily have the same background and the same value judgements as the writer.

b. There are two basic types of specifications - the Performance Specification and the Design Specification. In practice, all specifications involve a combination of performance and design requirements. The originator must have firmly in mind what his basic intent is and must impart this idea to the contractor via the specification. In case of a dispute during the performance of a contract, the overall intent of the specification will be examined as well as the intent of the specific requirement in dispute. Delivery/Completion/Schedules are strongly affected by the basic intent of the specification. Performance requirements generally require longer delivery times than design specifications, and purchase descriptions generally have the shortest delivery schedules. Performance and design specifications are defined as follows:

(1) A performance specification contains only the detailed performance requirements for the end item. Performance specifications are primarily for the development of new types of equipment and tend to result in state-of-the-art advances. In a strict performance specification, the contractor accepts the risk and essentially warrants that his design, engineering and workmanship will meet the performance requirements specified by the Government. This type of specification indicates what the equipment will do, not how it will do it. Verification of the contractor's efforts is performed by field testing the item under conditions of service use and by laboratory tests where applicable.

(2) A design specification contains measurements, tolerances, materials, tests and inspection requirements. No departure in design can be incorporated or permitted. Detailed drawings are often supplied to the contractor by the Government. Design specifications do not expect state-of-the-art advances and they indicate how to do the work. When a design specification is used, the Government accepts responsibility for the performance of the end item as designed and the responsibility for omissions, errors, and deficiencies in the specification and its associated drawing. Verification of the manufacturer's efforts consists primarily of comparing the finished product with the drawings/specifications supplied. All performance requirements must be consistent with the design criteria provided. In case of conflict, the designed requirement prevails.

(3) The specification is written for the civilian contractor. It must be clearly written and in the simplest terms possible. Specifications must be written in accordance with the following principles:

(a) Preliminary homework and investigation must be performed and will determine, to a large extent, whether the objectives sought will in fact be met. Blanket or "motherhood"

statements are of little practical use and may hide (in a dense jungle of verbiage) useful statements. Terms like "best commercial practice", "good workmanship", and "maximum reliability" have multiple meanings and show laziness on the part of the writer. Usually these terms are the result of specifications being written on an extremely limited time schedule. When blanket statements are used the contractor has a responsibility to meet "normal standards" (his own). He is not required to meet the high standards usually envisioned by the originator of the specification. This often results in disputes between the Government and the contractor.

(b) Strict compliance is only applicable when the specification makes a specific statement (i.e. "The equipment shall weigh five pounds"). The contractor is required to meet this requirement and the Government has the right to reject the equipment if it does not do so.

(c) The impossibility of meeting a performance requirement frequently comes about due to a mix of design and performance specifications. Often the Government states a performance requirement and elsewhere in the specification states a design requirement that negates the performance requirement. Requirements that are definitely beyond the state-of-the-art usually result in the impossibility of meeting performance. When proven, the impossibility of performance results in the Government paying the contractor for all costs incurred and receiving useless equipment in return. The Government must prove that performance is possible in questionable cases.

(d) Specification overkill is not necessary and results in the loss of time and money. Engineering personnel have by nature an inherent tendency to over-engineer. The specification must encompass only the minimum needs of the Government. A common method of overkill involves using Military Specifications/Standards to "make up for anything missed". Do not reference a MIL SPEC/STD unless there is total familiarity with the requirements contained therein.

(e) Specifications are interpreted as a whole; words and sentences are not and can be taken out of context to prove a point. Contract provisions must be interpreted together to arrive at the intent. In cases where specifications have more than one reasonable interpretation, the normal interpretation is against the drafter (i.e. if two reasonable interpretations are possible, the contractor's interpretation will prevail in cases of dispute). The contractor naturally strives to perform economically and usually arrives at an interpretation that is most profitable to him and still meets the contract requirements.

(f) A contractor will build in costly contingency allowances if the Government does not provide a clear and definite specification. The writer must make a conscious effort to write a clear, complete and effective specification. If the specification is poor, too restrictive, or contains too many ambiguities/holes, a poor product and potential dispute is inevitable. The contractor is obligated to do what the plans and specifications direct him to do. When he has done so in a good and workmanlike manner he has discharged his responsibility under the contract. If the plans and specifications are deficient, or if they are inadequate and structurally wrong, it is the fault of the Government proposing them and not the contractor executing them. Refer to Appendix I, "Specification Review Checklist", for further guidance.

20. TECHNICAL ASSISTANCE. The Contracting Office will not develop purchase descriptions, statements of work and/or specifications, evaluate solicitations, provide inspection and acceptance support, and assist in the administration of a contract where competent technical assistance is readily available. It is essential that the availability of such technical assistance be determined before any purchase request is initiated. Requests for such services will be returned without action.

21. AVAILABILITY OF FUNDS. The initiating officer (requester) is responsible to ensure that funds are available at the time the purchase request is submitted. A funding document must be either a DA Form 3953, DA Form 2765-1, DD Form 1348-6, or AF Form 9, and must cite sufficient funds to cover the entire procurement. The Certifying Officer authorized to commit such funds will sign this document, and it must accompany each request that is forwarded to the USPFO. The USPFO Logistics Division (CAUS-SU) will fund requests that are supported by bulk funding. Bulk-funded requests authorized for local purchase will in turn be accompanied by written assurances from the USPFO Logistics Division that adequate funds are available before the Contracting Officer will take action to obligate the Government. In any event, the requester should fully understand that the contracting office cannot proceed without proper funding authorization. Those individuals authorized to cite funds must have a DD Form 577, "Signature Card", on file at the USPFO Contracting Office. If the original funding authorization document is insufficient, regardless of the amount, to cover the requested purchase, an additional funding authorization will be requested by CAUS-PC prior to proceeding with the procurement.

22. SERVICING/REPAIR OF FEDERALLY-OWNED OFFICE EQUIPMENT.

a. Definitions:

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(1) GSA Vendor and Non-GSA Vendor - A firm currently under a General Services Administration (GSA) contract that must perform in accordance with the terms, conditions and pricing as set forth in the GSA Contract. In contrast, a Non-GSA Vendor is not restricted by Government Agency contracts and can negotiate terms, conditions and prices in accordance with the firm's policy and procedure.

(2) Rental Agreement/Contracts - An agreement between a civilian firm and the Government for the rental of equipment during a specified period.

(3) Maintenance Agreement/Contracts - An agreement between a civilian firm and the Government to provide maintenance or service coverage on Government-owned equipment during a specified period.

(4) Service Call (General Service Administration - GSA Vendor) - A one-time service (with applicable warranties) for work performed at the Government Agency. Cost includes all services and all parts (except platens), typing elements, power rolls and motors. Service calls do not cover typewriters with broken or bent frames/rails, stripped machines, and machines damaged by accident or misuse. No extra costs will be charged for a machine taken into the contractor's shop. Service does not include chemical cleaning of the machine. See Appendix J, "Inspection Check List", for items to be serviced and/or inspected.

(5) Repair (GSA/Open Market Vendor) - Correction of a specific machine malfunction to include the replacement of part(s) and mechanical adjustments to restore a machine to an operable condition. Repair does not include chemical cleaning.

b. Typewriters:

(1) Federally-owned typewriters are eligible for a service call once each year. Exceptions to this general rule will be considered on a case-by-case basis.

(2) Except for electric typewriters covered by maintenance contracts, unit/organizations will submit a written request for service to the USPFO, ATTN: CAUS-SU. Requests for service/repair must include the following information:

- (a) Model, make, and age of typewriter.
- (b) Serial number.
- (c) Platen length, and type.

- (d) Typewriter under warranty (yes/no).
- (e) Problem with typewriter.
- (f) Location of typewriter.
- (g) Point of contact (POC), and both commercial and DSN telephone numbers.
- (h) Suggested vendors, if known.

Requests received without sufficient information will be returned without action for additional information.

(3) When GSA contract coverage is not available in an area, units will submit a written request for service to the USPFO, ATTN: CAUS-SU. Do not obtain an estimate to repair the typewriter (refer to paragraphs 17e, f and g for guidance). The USPFO will advise the unit of appropriate action taken, or to be taken. Note: No work will be performed by any vendor until the unit has received a copy of the purchase order authorizing such work.

(4) Typewriters serviced by GSA contract vendors are guaranteed for a period of 15 calendar days from the date the machine was returned to the unit. Unsatisfactory work will be corrected by the GSA contract vendor at no additional cost after notification by the using organization. Guarantees from other than GSA contract vendors will be determined by the Contracting Office (CAUS-PC) and will be noted on individual purchase orders.

(5) Electric typewriters are normally covered under Contractual Maintenance Agreements issued by the USPFO. These agreements cover equipment failures, adjustments, cleaning, lubrication, and the replacement of selected parts. Generally, maintenance coverage is on an on-call basis.

(6) The Contracting Office (CAUS-PC) must be advised of the locations of all typewriters covered by maintenance agreements. If typewriters are to be relocated from the original location (unit/activity) designated on the maintenance agreement, including temporary relocations to Annual Training sites, approval must first be obtained from CAUS-SU prior to relocation of the machine. See Appendix K for sample memorandum for requesting changes to machine locations, addition/deletion of machines, additional changes in equipment status, etc. Ordinarily, relocation of equipment covered by a maintenance agreement is not permitted since the terms and conditions of an

agreement are predicated on the equipment being located at one predetermined location. Moving the equipment to another location will necessitate either a cost adjustment to the maintenance agreement or the cancellation of the agreement.

(7) The Contracting Office (CAUS-PC) is to be notified within ten calendar days prior to any change in a requirement (i.e. machine location, addition/deletion of machine, installation of machine under vendor warranty, etc.). Units must notify CAUS-PC within 30 calendar days following the installation of a new machine.

c. Facsimile Machines, Calculators: Normally, repair/service is handled on a case-by-case basis. A written request will be forwarded to OTAG, ATTN: CAIM when such equipment requires repair or service. Requests should indicate the make, model, type, serial number and malfunction of each machine requiring repair. Do not contact a local vendor for an estimate of repair (refer to paragraphs 17e, f and g for guidance). The USPFO will notify units of action taken or to be taken.

d. Copiers:

(1) Maintenance agreements for federally-owned machines, including rental agreements for contractor-owned machines, are issued by the Contracting Office (CAUS-PC) in accordance with the terms and conditions of GSA Contracts. Services consist of remedial maintenance (correction of equipment failures), adjustments, cleaning, lubrication and the replacement of selected parts. Coverage by the contract vendor is normally on an on-call basis.

(2) Because of contract requirements, CAUS-PC should be advised as to the location and status of each machine to be covered by a maintenance agreement. An annual update of this information must be submitted to OTAG, ATTN: CAIM as outlined in CA ARNGR 25-30.

(3) Under no circumstances are Government-owned or rented copiers covered by a maintenance agreement to be moved or relocated without the prior approval of both OTAG (CAIM) and the USPFO (CAUS-SU). The Relocation Clause of the maintenance agreement requires that relocation of such equipment, whether Government-owned or rented, be made by the contractor unless the contractor determines in advance of the move that the use of special moving equipment or specialized technical assistance is not required. Refer to CA ARNGR 25-30 for further guidance.

(4) Supplies and/or parts (including toner, developer, paper, drums, lamps, etc.) are generally not covered by the

maintenance agreement. Units will not obtain these items from the contractor under any circumstance without prior approval of the USPFO, ATTN: CAUS-SU. Units should contact CAUS-PC if there is any doubt or question as to the extent of the coverage for any maintenance agreement.

(5) When equipment is replaced by the contractor without cost because of manufacturing defects, promptly notify OTAG, ATTN: CAIM, and the USPFO, ATTN: CAUS-PC of the new equipment serial number. See CA ARNGR 25-30 for further guidance.

(6) Normally, Copier Rental and Maintenance Agreements incorporate monthly copy usage limitations. Users are cautioned not to exceed the number of copies authorized by the contract. Exceeding the copy usage rate will affect the total funding obligation of the agreement and may result in personal liability on the part of the responsible individual for any excess costs.

(7) Units/organizations having justification for increasing their maximum authorized copy usage limitation should address their request for a copier category upgrade to OTAG, ATTN: CAIM (refer to AR 25-30, Table 11-10, for copy usage allowances). Requests should contain sufficient justification in order for CAAS to approve or disapprove the action. See CA ARNGR 25-30 for further guidance.

e. New Machines:

(1) USPFO, CAUS-PC, should be contacted for warranty information on new machines.

(2) New machines covered under a manufacturer's warranty will be serviced/repared in accordance with its warranty provisions.

f. Safes and Key Locked Items:

(1) Repairs to safes and key locked items are handled on a case-by-case basis. A written request will be submitted to CAUS-SU when such equipment requires repair. The request should indicate the make and model of the item and the reason for the repair. Do not obtain an estimate of repair (refer to paragraphs 17e, f and g for further guidance). Note: Only local vendors employing U.S. Citizens or Immigrant Aliens who have been the subject of at least a favorable National Agency Check can be used. For repairs by U.S. Military personnel, an Entrance National Agency Check satisfies this requirement. If U.S. Military (Army or Air National Guard Members or other U.S. Military personnel from the nearest DoD installation) or acceptable civilian locksmiths are not available to accomplish the

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repair, units are to notify OTAG, ATTN: CAPO-MS concerning the requirements of DoD 5200.1-R.

(2) Classified information custodians will continuously escort the locksmith and will ensure he/she is not allowed access to classified information.

(3) Classified information will be removed from the container while maintenance is being performed.

g. Damage Resulting from Negligence: When any damage to Federal equipment is sustained from other than normal usage and it is determined that negligence was involved, the following statement will be indicated in the letter requesting service: "A report of survey incident to damage of (the item) has been initiated."

h. Receipt of Purchase Order:

(1) Upon receipt of a copy of the purchase order (the original is normally sent to the selected vendor), the unit will notify the vendor as to the availability and location of machines authorized on the purchase order for service/repair. The price indicated on the purchase order includes the pickup and return of the equipment by the vendor, unless otherwise specified. The unit will obtain a receipt from the vendor prior to releasing the equipment and will retain the receipt until such time as the equipment is returned.

(2) When a typewriter is returned by the vendor, units should use the "Inspection Checklist" provided in Appendix J to ensure that the machine operates satisfactorily and that repairs are acceptable. If the machine passes the inspection, check the "Accepted and conforms to the contract except as noted" portion of the DD Form 1155, sign and date block 26, and then forward it to the address shown in block 15 within two working days. Refer to paragraph 16, "Receiving/Acceptance Reports", for further guidance.

(3) If the work performed by the vendor is not acceptable, notify the vendor and request that he take prompt action to remedy the deficiency. Do not complete block 26 of the purchase order until the vendor has satisfactorily performed the work. Should units be unable to resolve the deficiency with the vendor, promptly contact CAUS-PC for further guidance.

23. CERTIFICATION OF CONTINUING SERVICES.

a. Procurement documents (i.e. DD Form 1155, Purchase/Delivery Order) for continuing maintenance services which require the vendor to perform services on an "on-call" basis should be

viewed by units/activities as an "Insurance Policy". That is, the vendor is on-call in the event a unit needs to have service performed on a piece of equipment. The vendor is only required, unless specified differently in the contract, to perform services when notified by a unit of the need for service. A unit must immediately notify the USPFO Contracting Office when a vendor has been contacted to perform services yet fails to perform them and/or is not complying with the full terms of the contract.

b. Continuing services (such as rent, equipment, maintenance, janitorial, leased equipment, etc.) that are performed under procurement documents that specify the payment of definite amounts at fixed intervals (billing periods) may be paid without the submission of a Material Inspection and Receiving Report (DD Form 250) for each billing period. Units must only submit a DD Form 250 for the first and last months of the applicable "Life of the Agreement"/"Period of Maintenance Service" (as indicated in block 19, Schedule of Supplies/Services, DD Form 1155). Examples are as follows:

(1) If the maintenance contract requires the vendor to service a piece of equipment on an on-call basis, and the Life of the Agreement/Period of Maintenance Service is 1 October 1992 through 30 September 1993, the unit will only submit to the USPFO, ATTN: CAUS-CA, a DD Form 250 on the last day of the month for the months of October 1992 and September 1993.

(2) If a maintenance agreement requires the vendor to service a piece of equipment on an on-call basis, and the Life of the Agreement/Period of Maintenance Service is effective 1 January 1993 and continues through 30 September 1993, the unit will only submit a DD Form 250 on the last day of the month for the months of January 1993 and September 1993.

c. Refer to the sample in Appendix O for the items to be completed on the DD Form 250. Note: Item 16, Stock/Part No., will contain the following certification statement:

"I understand that the services as provided in the purchase order are available to this organization".

d. One copy of each DD Form 250 for continuing service will be forwarded to the USPFO, ATTN: CAUS-CA, within two working days following the end of the applicable certification month.

24. SMALL BUSINESS SET-ASIDE PROCUREMENT.

a. It is the policy of the Government to place a fair proportion of its acquisitions with small business concerns. Federal contracting offices are responsible for effectively implementing the DoD Small Business Program including achieving

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program goals. In keeping with this policy, the USPFO will set aside all procurements exclusively for small business participation when the USPFO Contracting Officer determines there is a reasonable expectation that both of the following will occur:

(1) Offers will be obtained from at least two responsible small business concerns.

(2) Awards will be made at reasonable prices.

b. Once an acquisition is set aside exclusively for small business participation, all future requirements for that particular product or service will be acquired on the basis of a repetitive set-aside unless the Contracting Officer determines that there is a reasonable expectation of not obtaining at least two responsible small business offers.

25. SOLE-SOURCE PROCUREMENT.

a. It is DoD policy that Contracting Officers provide for full and open competition through the use of competitive procedures. Contracting without providing for full and open competition is a violation of statute unless permitted by certain exceptions as set forth in the Federal Acquisition Regulations.

b. The following factors will not be used as a basis for requesting sole source procurement:

(1) A lack of advance planning by the requesting activity.

(2) Concerns related to the amount of funds available (e.g. funds will expire) to the Army or activity for the acquisition of supplies or services.

c. Activities requesting a sole/single source procurement shall furnish a detailed written justification in memorandum format, signed by the Commander/Supervisor of the functional area for which the item is being requested, and forward the memorandum to the USPFO Logistics Division (CAUS-SU). The justification will accompany the basic request document (DA 3953, DA 2765-1, etc.). The USPFO Logistics Division will review the justification, and if they concur with the sole-source justification, they will endorse the request with appropriate comments to the Contracting Officer (CAUS-PC) who will make the final determination as to sole-source. Each justification shall contain sufficient facts and rationale to justify the purchase. See Appendix L for a sample of a "Sole Source Memorandum Format". The sole source justification must include, as a minimum, the following information:

(1) Is the minimum need of the Government stated, and does evidence verify these minimum requirements?

(2) Do any other companies offer goods or services similar to the minimum requirements?

(3) Were other similar goods or services purchased recently? Was a market search or other type of solicitation conducted? Material evidence should be presented verifying that such a search was conducted and that the proposed contractor was the only company meeting the minimum requirements.

(4) Does justification exist substantiating that no other source of supply will satisfy the minimum needs of the Government? Was the item or service previously procured? If yes, was it from the same contractor? If this is a continuation of a previous effort by the same contractor, demonstrate why no other sources of supply are available.

(5) Is there a technical data package, specification, engineering description, statement of work, or purchase description available which is sufficient for competitive procurement? If not, is one being developed? If not, why not? How much lead time would be required to develop it? Has any cost analysis been conducted to determine whether it is advantageous to the Government to buy or to develop such information? If not, what evidence is available to demonstrate why this analysis is not needed?

(6) Can individual components of the procurement be competitively procured or obtained through the supply system? If so, what steps have been taken to do this?

(7) Will the Government be injured if a noncompetitive acquisition is not made? Does documentation exist on damages that will occur if competition is needed in obtaining the product?

(8) What actions have been taken to foster competition in subsequent acquisitions for this item?

d. Any procurement, including sole source purchases expected to exceed \$25,000, must be synopsisized in the Commerce Business Daily (CBD) by the Contracting Office.

26. FOREIGN-MADE PRODUCTS.

a. The Buy American Act (41 USC) requires that only domestic source end products be acquired for public use. There are certain exceptions to this statute; however, the Contracting

Office will determine the applicability of exceptions. A domestic source end product is an item in which the cost of its components, mined, produced, or manufactured in the U.S., exceeds 50% of the cost of all its components. For example: A ballpoint pen sells for 75 cents. The pen is made up of three parts: the shell, the refill, and a spring. The spring is the only item that was actually made in the U.S. and it costs 40 cents. The other components, the shell and the refill, were manufactured in Japan at a cost of 25 cents and 10 cents respectively. Since the cost of the spring, the only component that is manufactured in the U.S., is 53% (40 divided by 75 = 53%) of the total cost of the pen, it exceeds the 50% total cost criteria. Therefore, the entire ballpoint pen can be considered a domestic source end product. Buying this item would not violate the intent of the Buy American Act.

b. Exceptions to the Buy American Act are:

- (1) If the item is to be used outside of the U.S.
- (2) If it is not available domestically in the U.S.
- (3) If the cost of the item that is domestically available in the U.S. is so costly as to deem it unreasonable or inconsistent with the public interest to purchase such item domestically.

c. Simply having a domestic product that costs \$50 and an equally suitable foreign-made product that cost \$20 does not in itself automatically make the cost of the domestic item unreasonable. There is a cost differential that must be applied to the foreign product before it can be evaluated against the domestic item. Equally difficult is the extent to which the market must be canvassed before a conclusion can be made that the item is not available domestically. If a valid need for a foreign-made product exists, users should contact CAUS-PC for guidance. Units must be prepared to explain fully why they believe buying a foreign-made product is the only alternative. However, the final decision to purchase other than domestic products rests with the Contracting Officer.

27. VENDOR SELECTION. The selection of a contractor or vendor is the sole responsibility of the Contracting Officer. However, the requester is encouraged to offer suggestions as to sources of supply to assist the Contracting Officer in making a vendor selection. However, do not contact a vendor for the purpose of obtaining quotes, availability, etc. Many unauthorized purchases are rooted to misinformation on the part of the units not knowing the vendor selected by the Contracting Officer. See paragraphs 17e, f and g for guidance.

28. PRICE COMPETITION REQUIREMENTS.

a. Purchases less than \$2,500: Purchases not exceeding \$2,500 may be accomplished without securing competitive quotations if the prices are considered to be reasonable. When the anticipated contractor/vendor is a small business, only one price quotation is required. Conversely, when the anticipated contractor is a large business, at least two additional quotations must be obtained from small business contractors. Synopsizing the proposed purchase in the Commerce Business Daily (CBD) is not required.

b. Purchases in excess of \$2,500 but less than \$25,000:

(1) Solicitation of quotations from a reasonable number of qualified sources of supply shall be made to assure that the procurement is to the advantage of the Government, price and other factors considered, including administrative cost of the purchase. Generally, solicitation shall be limited to three suppliers, all of which are small business contractors and, to the maximum extent possible, shall be restricted to the local trade area of either the purchasing or the receiving activity. If practicable, sources not included in a previous purchase should be asked to furnish quotations.

(2) If the contractor is known to be a large business, complete documentation substantiating the proposed purchase must be submitted with the purchase request.

(3) Quotations will be solicited orally, unless:

(a) It is a construction contract in excess of \$2,000.

(b) Suppliers are located outside the local area.

(c) Specifications are involved.

(d) A large number of line items are included in a single proposed procurement.

(e) Obtaining oral quotations is not considered economical or possible.

(4) Reasonableness of a proposed price is based on competitive quotations. In the absence of competitive pricing, the Contracting Officer determines price reasonableness based on available information. This determination is not subject to discussion or review by the unit/activity. Notification to unsuccessful suppliers or debriefing will be by the Contracting Office when requested by a vendor.

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(5) Occasionally, an item can be obtained only from a supplier who quotes a minimum order price or quantity, which either unreasonably exceeds stated quantity requirements, or results in an unreasonable price for the quantities required. If such a situation occurs, the unit/activity will be asked to confirm or alter the requirement for the item(s) under consideration.

(6) Synopsizing the proposed purchase in the Commerce Business Daily (CBD) is not required. However, the proposed purchase may be synopsized in the CBD if the Contracting Officer determines that it is in the best interest of the Government.

(7) Proposed contract actions expected to be greater than \$5,000 but less than \$25,000 which require a written solicitation shall be displayed in a public place at the Contracting Office by means of an unclassified notice of solicitation. The solicitation shall include a complete description of the items or services being sought. Such information shall be posted by the Contracting Office not later than the date the solicitation is issued and remain posted for at least ten days regardless of the date of the award.

c. Purchases in excess of \$25,000: All the requirements of paragraph 28b above are applicable to this purchase except the proposed purchase must be synopsized in the Commerce Business Daily (CBD) (refer to paragraph 32 for the length of time proposed procurement actions are to be publicized). The requirement to synopsize in the CBD is statutory as required by the Small Business Act (15 U.S.C. 637(c)) and the Office of Federal Procurement Policy (41 U.S.C. 416).

d. Contracting for Supplies, Services, and Construction in excess of \$25,000 Using Other than Small Purchase Procedures: With certain limited exceptions, proposed purchases of this type must provide for full and open competition through the use of competitive procedures in the following order of preference:

(1) Sealed Bids (formerly Invitations for Bid) will be used when:

(a) Time permits the solicitation, submission and evaluation of sealed bids.

(b) The award can be made on the basis of price and other price-related factors alone.

(c) Not necessary to conduct discussions with the responding offerors about their bids.

(d) There is a reasonable expectation of receiving more than one sealed bid.

(2) Competitive Proposals (formerly Requests for Proposal) will be used when the criteria of paragraph 28d(1), "Sealed Bids," above are not appropriate.

29. SPLITTING PURCHASES. Splitting a purchase into multiple purchases to avoid a dollar limitation or procurement process is prohibited by law.

30. GOVERNMENT ESTIMATE.

a. The purchase of supplies, regardless of value, does not require the preparation of an independent Government estimate.

b. The purchase of services requires that an independent Government estimate be prepared by the unit/activity requesting the service. The basis for the estimate and its reliability must be established in order to be useful. How the estimate was made, what information and techniques were used, where the information came from, and how earlier estimates compared against resulting contract prices must be established by the requester for an adequate comparison of bid prices. When price comparisons are not possible, an offered price may be compared with a Government estimate to establish reasonableness.

c. Construction and Architect/Engineer projects require that a detailed independent Government estimate be prepared by the requester regardless of the estimated cost. The estimate shall be prepared in as much detail as though the Government were competing for the award.

d. Access to information concerning the Government estimate shall be limited to those Government personnel whose official duties require knowledge of the estimate. Divulging the Government estimate to contractors prior to bid opening is prohibited unless approved for public dissemination by the Contracting Officer. The Government estimate shall be forwarded to the USPFO, ATTN: CAUS-PC in a separate sealed envelope marked:

(NAME OF PROJECT)

"FOR OFFICIAL USE ONLY"

31. LIQUIDATED DAMAGES. Liquidated damages are required for construction contracts in excess of \$25,000. They are not required for Supply/Service or Architect/Engineer contracts except in very unusual circumstances. "Liquidated Damages" are reasonable preset damages agreed to at the time of contract award

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for which the Government will suffer a loss if the contractor fails to fulfill the requirements of the contract. Liquidated damages cannot be used to penalize a contractor. They must be formulated on the basis of anticipated Government damages. Normally, liquidated damages are assessed for late performance by a contractor. The amount of liquidated damages for any given contract will be affixed by the Contracting Officer; however, the requester will be asked to compute certain damages.

32. ADVANCE ACQUISITION PLANNING.

a. Advance acquisition planning is a command responsibility. Regardless of the urgency of need, if it is not available locally "off-the-shelf", sufficient Procurement Administrative Lead Time (PALT) must be provided to permit realistic purchase action, contractor production or performance, and transportation to the destination. Lack of advance planning by command does not justify an emergency procurement.

b. Procurement administrative lead time begins upon receipt, by the USPFO Contracting Office, of a properly prepared and approved purchase request to include supporting documents, and continues until the contract or purchase order is awarded. PALT includes the time it takes to synopsise the procurement in the CBD, issue the solicitation, evaluate the bids, and award the contract. Average procurement administrative lead times for various acquisition categories are furnished below to assist activities with proper advance procurement planning.

PROCUREMENT ADMINISTRATIVE LEAD TIME (PALT)

COST ESTIMATE/MINIMUM CALENDAR DAYS

COST ESTIMATE \$0-\$2,500 \$2,500-\$25,000 \$25,000-\$250,000 \$250,000+

SUPPLIES	15	45	120	150
SERVICES	15	60	120	150
ADPE	30	60	120	180

COST ESTIMATE \$0-\$2,500 \$2,500-\$25,000 \$25,000-\$500,000 \$500,000+

CONSTRUCTION	30	60	100	130
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COST ESTIMATE \$0-\$10,000 \$10,000-\$50,000 \$50,000+

ARCHITECT/ENGR	120	150	200
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33. END OF YEAR SPENDING.

a. Requirements during the last quarter of each fiscal year will be submitted as indicated below. Requirements should be submitted much earlier depending on the complexity and estimated cost of the project.

<u>Acquisition Type</u>	<u>Cut Off Date</u>
Small purchases less than \$25,000	15 September
Procurement by Sealed Bids \$25,000 to \$100,000	20 July
Procurement by Sealed Bids over \$100,000	1 July
Negotiation including 8(a) Contracting	20 June

b. Lack of advance planning by the requiring activity or the expiration of agency funds does not justify contracting without providing for full and open competition. To do so is a statutory violation under 41 U.S.C. 253(c).

c. Requests for annual (reoccurring) contracts will be forwarded to CAUS-SU a minimum of 75 days prior to the expiration of the contract.

d. The Office of Federal Policy Procurement (OFPP) requires each agency to review procedures for fourth quarter spending and to establish an advance planning system. To this end, OFPP has issued a detailed checklist containing guidelines and instructions on standards of conduct, need determination, good procurement practice, accountability, method of contractor selection, and the use of existing contracts. See Appendix M, "Checklist for Preventing Wasteful Year-End Spending", for guidance relative to preventing wasteful year-end spending.

e. As the end of each fiscal year approaches, it becomes imperative that Program Managers examine their programs and provide requests for purchases to the Contracting Office in a timely manner to ensure that purchases are made prior to the end of the fiscal year. Program Managers must give their personal attention to preventing wasteful year-end spending. The following recommendations are provided:

(1) Program Managers must ensure that obligations for the fourth quarter of the fiscal year are no higher than the average for the first three quarters, except where seasonal requirements, essential program objectives, or lead times justify a higher level.

(2) Program Managers must ensure that orders for supplies, services, materials and equipment meet the essential minimum needs of the California National Guard.

(3) Program Managers must ensure that special attention is paid to controlling the use of funds that are particularly vulnerable to wasteful spending.

34. BONA FIDE NEED RULE.

a. The bona fide need rule is based on 31 U.S. Code 1502(a). The basic rule is that appropriated funds (both single year and multiyear) are available for obligation during a specific fiscal period (1 year, 3 years, etc.), and obligations of the funds for orders and acquisitions of supplies and services must be limited to bona fide needs of the period of fund availability. For example, single-year funds, such as operation and maintenance, funds appropriated for FY 93, cannot be obligated for the bona fide needs of later years. The ground rules for measuring bona fide needs for supplies are different from those measuring bona fide needs for services.

b. Supplies. Orders and acquisitions for supplies are valid bona fide needs at the time they are needed. Bona fide needs for supplies occur at the time requirements exist (1) to satisfy an emergency, (2) to fill an authorized stockage (operating levels, safety levels, mobilization requirements, authorized backup stocks, etc.), and (3) to replace stocked items that are used. Further, the Comptroller General of the United States has ruled that supplies ordered in one fiscal period but cannot be delivered until a subsequent period can be bona fide needs of the first period under certain circumstances. That is, if the need for supplies (to meet operational, stockage, or replacement requirements) is identified in one fiscal year but the time to order, produce, fabricate, and deliver them extends into the following fiscal year, the supplies are a bona fide need of the first year. For example, if a part needed to repair a broken air conditioner is ordered in August 1993 (FY 93) and delivered in October 1993 (FY 94), the part is a bona fide need for FY 93. Similarly, the bona fide need rule recognizes valid requirements for stockage of supplies, stating that a need occurs when stockage levels are below authorized levels. Under the rule, FY 93 orders to fill properly computed stockage levels or to replace stockage used in FY 93 are bona fide needs of FY 93 even if the quantities ordered in FY 93 are not delivered until FY 94.

c. Services. Conversely, acquisitions of services are bona fide needs at the time they must be rendered/delivered to the Government by contractors. Therefore, the acquisitions should be obligated by using appropriated funds made available for the

General Accounting Office (GAO) for a decision. Without ratification, individuals may be held liable requiring appropriate reimbursement to the Government or payment to the vendor.

b. The Contracting Officer will notify individuals in writing who have made unauthorized commitments. The notification will be routed through major commands to the individual involved.

c. The individual making the unauthorized commitment will forward to his or her commander or supervisor documentation concerning the transaction which shall include:

(1) A signed statement describing the circumstances, why normal procurement procedures were not followed, what bona fide Government requirement necessitated the commitment, whether any benefit was received, its value, and any other pertinent facts.

(2) All other relevant documents including orders, invoices or other documentary evidence of the transaction.

d. If the commander or supervisor concurs that the commitment should be ratified, the documentation described above shall be forwarded to the USPFO, ATTN: CAUS-PC, with an endorsement that:

(1) Verifies the accuracy and completeness of the documentation.

(2) Describes the measures taken to prevent a recurrence of unauthorized commitments, including a description of any disciplinary action to be taken in accordance with AR 600-50 or other applicable authority.

(3) Provides a complete purchase description and funding for the ratifying contract.

e. The Contracting Officer will:

(1) Review and determine the adequacy of all facts, records, documents furnished and obtain any additional materials required.

(2) Obtain an opinion from legal counsel as to whether the acquisition can be ratified or whether the matter should be processed as a GAO claim, or recommend other appropriate disposition.

(3) State whether the price involved is considered fair and reasonable.

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September when appropriations do not become available for use until October or later months. When this happens, the actual obligations are apparent violations of the Antideficiency Act, 31 U.S. Code 1341 (a)(1), which must be investigated and reported. The Antideficiency Act provides for criminal and administrative sanctions for funding violations.

35. URGENT/EMERGENCY REQUIREMENTS. The Contracting Office will give urgent/emergency requirements priority within available resources. However, the requester must hand-carry the request through (or telephonically contact) the USPFO Logistics Division (CAUS-SU) for funding and approval. Subsequent to approval, the request is forwarded by CAUS-SU to the Contracting Office for purchase. Complete and written justification for the emergency, signed by the commander or supervisor, must accompany the request. The commander must state:

a. Why the need for supplies or services is of such an unusual and compelling urgency.

b. How the Government would stand to be seriously injured, financially or otherwise, if time was taken to provide for full and open competition (qualify the damages in terms of dollars or other measurement criteria as much as possible). The final decision to shorten the procurement lead time rests with the Contracting Officer.

36. UNAUTHORIZED PURCHASES/COMMITMENTS.

a. An "Unauthorized Purchase or Commitment" is an agreement that is not binding on the Government merely because an individual without contractual authority agreed to buy from a vendor. Emergency requirements and/or the rank or position of an individual does not confer contractual authority.

b. An "Unauthorized Commitment" is considered a "Conflict of Interest" as imposed by AR 600-50 (Standards of Conduct For Department of Army Personnel). Individuals who order supplies or services without using proper supply or procurement procedures and accept them for the Government are in violation of AR 600-50.

37. RATIFICATION.

a. "Ratification" is the approval of an unauthorized commitment by an official who has the authority to do so. An action may merit a request for compensation, but ratification is not automatic and requires extensive documentation. In this case, ratification of an unauthorized action less than \$2,500 is vested in the USPFO; over \$2,500, it is vested in the Chief, National Guard Bureau (CNGB). Unauthorized Commitments that cannot be ratified by the USPFO or the CNGB are forwarded to the

39. VENDOR DISPLAYS/DEMONSTRATIONS.

a. Vendor demonstrations and product displays are conducted for the sole purpose of demonstrating the capability of a particular item or service, and not for fulfilling mission requirements for an interim timeframe. The examination and demonstration of item(s) or services will in no way, expressed or implied, obligate the Government to purchase, rent, or otherwise acquire the item(s) demonstrated. Demonstrations are to be conducted by an authorized representative of the vendor furnishing the item(s) for demonstration. Government personnel will not demonstrate or endorse the vendor's product.

b. Commanders/supervisors will consult with the USPFO, ATTN: CAUS-PC, before accepting any offer for a "free trial" of services or product demonstrations from vendors. Permitting one firm a chance to display its products or services could easily lead to complaints from other firms who are denied this opportunity. Potential issues could include acceptance of gifts on behalf of the Government, acceptance of gratuities by DoD personnel, favoritism to individual contractors, and requirements for bid samples or pre-acceptance testing.

c. If a vendor display or demonstration is deemed necessary, a written request explaining the requirement in detail to include the date and time of the proposed display/demonstration must be forwarded to CAUS-PC for review and approval. Prior to any demonstration or product display the Contracting Officer must enter into an agreement with the vendor. At least three weeks prior to the desired date must be allowed for coordination with the vendor. Appendix N contains a sample of the Vendor/Demonstration Agreement form.

40. CONTRACTING CONFLICTS OF INTEREST. Contractors who prepare and furnish complete specifications for a construction/supply or service project to be used in a competitive procurement are prohibited from furnishing such services either as a prime or subcontractor.

41. ETHICS IN GOVERNMENT CONTRACTING. The fiduciary relationship between the Government and its employees demands that those individuals conduct themselves with absolute fidelity toward the Government. Actions by public officers which could result in corruption or abuse are governed by the following basic concepts:

a. Do not engage in a private business or professional activity which causes a conflict between private interest and official duties.

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(4) Determine that sufficient funds are available to pay for the acquisition.

(5) Prepare a summary statement of facts addressing the foregoing to include a recommendation as to whether the transaction should or should not be ratified and stating reasons therefore.

f. Ratification requests received without the Commander's or Supervisor's endorsement will be returned without action.

38. STANDARDS OF CONDUCT.

a. Government service or employment, as a public trust, requires that California National Guard personnel place loyalty to their country, ethical principles, and the law above private gain and other interests. Simply stated, conflicts of interest must be avoided by careful adherence to the Standards of Conduct contained in DoD Directive 5500.7, AR 600-50, AFR 30-30, and TPP 700.

b. All National Guard personnel are prohibited from releasing information to individuals or businesses concerning proposed acquisitions or purchases by the National Guard prior to official release by the USPFO Contracting Office. All National Guard personnel will avoid unauthorized discussions or commitments with contractors concerning the award of contracts.

c. The acceptance of gratuities, no matter how innocently tendered, whether from potential or actual Government contractors, must be avoided. The acceptance of free meals, tickets to sporting or cultural events, free weekends at a resort, small gifts such as wine or calculators, etc., is strictly prohibited.

d. Violations of the above standards are used by competing firms to secure an advantage and by unsuccessful bidders to challenge the propriety of procurement actions in the Federal Courts and the Comptroller General's Office. Such complaints frequently cite violations of the standards of conduct to show a lack of "full and free competition", "equal footing for all potential Government contractors", or "integrity in the competitive bidding system".

e. Violations of Standards of Conduct may be grounds for disciplinary action for all employees of the CA ARNG under the provisions of Federal and State statutes and regulations.

f. If a problem exists or questions arise concerning standards of conduct, the matter must be referred immediately to the USPFO, ATTN: CAUS-PC, for guidance.

(b) The justification for accepting it (i.e. how the participation served the Government's interests).

(3) Commander/Supervisors should consult with the USPFO, Contracting Officer, concerning questions of conflict of interest. Government representatives/employees must always be impartial to maintain public confidence in the integrity of the Government and are not entitled to an advantage over a private person in the conduct of Government business by virtue of their Government position.

42. THE CONTRACTING OFFICER'S REPRESENTATIVE (COR).

a. The Contracting Officer may select and designate any Government employee, military or civilian, who is a United States Citizen to act as his representative in administering a contract, subject to the authority and limitation of his appointment letter. This expressed authority is delegated in writing by the Contracting Officer. The Contracting Officer's Representative (COR) selected must have the appropriate knowledge, training, and experience to handle the area of responsibility delegated to him/her. A requesting activity which anticipates the need for a COR is responsible for nominating a qualified individual. The nomination will be evaluated considering the individual's knowledge of the Government contracting process, previous experience, formal COR training, and knowledge of the particular product or services involved in the contract. A State employee is prohibited from acting as the Contracting Officer's Representative.

b. A Contracting Officer's Representative is designated by name, in writing, with a clearly defined scope and limitation of authority. The Contracting Officer's Representative designation is not redelegable and remains in effect through the life of the contract unless sooner revoked by the Contracting Officer or his successor, or revoked because of reassignment.

c. The Contracting Officer's Representative is authorized to take necessary action within the limitations of this authority to ensure the timely progress of a project and effective technical guidance to the Contracting Officer. The actions of the COR must be circumspect in his contact with the contractor lest the action/guidance be construed as a Constructive Change Order that may or may not be compensable to the contractor. A Contracting Officer's Representative who acts outside the scope of his authority does so at his own peril and at the risk of being held personally liable where a contractor incurs expenses through unauthorized commitments.

d. While a Contracting Officer's Representative may act for the Contracting Officer in technical phases of the contract, he

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b. Do not hold financial interests, either directly or indirectly, which cause a conflict between financial interests and official duties.

c. Do not use, or give the appearance of using, inside information to further a private interest to any other person with family, business or financial ties. Inside information is information obtained under Government authority which has not become a part of the body of public information.

d. Do not use a position to induce or coerce, or give the appearance of inducing or coercing, any person or entity to provide a financial benefit, particularly one with family, business, or financial ties.

e. Avoid the appearance of a conflict from a public confidence point of view, even though a conflict of interest may not exist.

f. Do not solicit or accept, either directly or indirectly, any gift, gratuity, favor, entertainment, loan, or anything of monetary value from any person or firm that:

(1) Is engaged or is endeavoring to engage in procurement activities, business, or financial transactions of any sort with DoD.

(2) Conducts operations regulated by DoD.

(3) Has financial interests that may be affected by the performance or non-performance of official duties.

g. Do not accept gratuities or hospitality from private companies.

(1) Attendance at luncheons, dinners, and similar gatherings sponsored by industrial, technical, and professional associations for the discussion of matters of mutual interest to the Government and industry are permissible. Participation is appropriate when the host is an association and not an individual contractor.

(2) In those situations where in the judgment of the individual concerned, the Government's interest will be served by participation in activities at the expense of the contractor, the individual must submit a written report to his commander or supervisor within 48 hours showing both:

(a) The gift or favor received.

APPENDIX A

INSTRUCTIONS FOR ORDERING OFFICER NOMINATION

A-1. Ordering Officers, when appointed, are in fact limited Contracting Officers when acting within the scope of their appointment orders. Therefore, appointments will be held to a minimum.

A-2. Prior to appointment, justification must be furnished to the USPFO, ATTN: CAUS-PC, stating the need for the establishment of an Ordering Officer.

A-3. Nomination of individuals for appointment as an Ordering Officer must contain:

a. Name of individual, grade/rank, and Social Security Number.

b. Unit designation and location.

c. A statement as to experience, particularly in a Government Procurement Office, commercial procurement, or related field (a broad knowledge of DA supply procedures would be considered a related field).

d. A statement as to formal education or special training in business administration, law, accounting, or related fields.

e. A statement as to completion of any procurement courses.

f. A statement as to knowledge of the FAR, DFAR, AFARS and NGFARS.

g. A statement that the individual has the time to accomplish the duties of an Ordering Officer.

h. Successful completion of the Ordering Officer proficiency test as administered by the USPFO Contracting Office.

A-4. The USPFO Contracting Office will issue to Ordering Officers administrative requirements and/or supplemental instructions as necessary.

may not commit the Government on such matters which would change the contract price, quantity, quality, or completion date. The COR may not clarify, make, or infer legal interpretations on the scope or intent of the contract. Any question as to the meaning of a contract clause or provision should be referred immediately to the Contracting Officer. Interpreting what the contract means isn't the Contracting Officer's Representative's responsibility. Whenever there is any doubt or disagreement over the meaning of a contract provision, the COR must consult with the Contracting Officer for a formal interpretation.

e. During the life of a contract the Contracting Officer's Representative will monitor the contractor's performance for technical compliance with the contract terms. Monitoring will be accomplished through personal visits to the work site and the contractor's facilities, and by the review of contractor and Government reports. The results of the reviews, reports and visits will be conveyed in writing to the Contracting Office.

f. The Contracting Officer's Representative remains responsible (from receipt of the purchase request to the final inspection and acceptance) for providing technical advice to the Contracting Officer, for maintaining a thorough knowledge of the contract, for close coordination with other members of the procurement team, for detailed documentation of the contractor's performance, and for ensuring that the Government receives the item specified in the contract.

g. The Contracting Officer's Representative is the Contracting Officer's eyes and ears. The better he knows the contract, the better the Government's chances will be of getting a fair return on its dollars. The Government does not want to be blind and deaf during the performance of a contract. A Contracting Officer's Representative (COR) Guide is found at Appendix P, to assist the COR in accomplishing assigned duties.

h. The COR's Daily Report/Log serves as valuable evidence of the contractor's day-to-day performance, and provides support for such administrative actions as withholding partial payments for work not performed. The daily report log forms the basis for the weekly Progress Reports on which periodic certifications of a contractor's performance of work is annotated. If any disputes or claims arise, the Contracting Officer will have to rely heavily on the COR's log as an "eye witness" account of the contractor's performance. In addition, if the contractor appeals the Contracting Officer's decisions, the log will be a key piece of evidence in support of the Government's position during any court action or legal review.

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BPA CALL REGISTER

CALL NO.	VENDOR/BPA NO.	FSN/NOMEN OR SERVICE	QTY	U/P	TYP	MOD	BAL	SALES NO	INITIAL
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0993-B006	WESTSIDE AUTO PARTS	NSN: ARVIN MUFFLER/1	EA	29.07	29.07	29.07	1,000.00	39237	SB
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*COMPLETE AFTER RECEIPT OF VENDORS INVOICE

BPA CALL REGISTER

APPENDIX B

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APPENDIX C

STANDARD FORM (SF 44) PROCEDURES FOR ARMY AVIATORS

C-1. Use of SF 44, Purchase Order/Invoice Voucher. Used only when Government Facilities, Into-Plane Contract Fuel and Government Credit Card cannot be used. It is incumbent upon the aviator to establish the method to be used after identification of the fuel vendor and his affiliation with the oil companies. For example: If a vendor dispenses Texaco Products, the SF 44 may be used if the vendor is not an Into-Plane Contractor and the vendor is not an authorized service station/credit card vendor.

C-2. Conditions for Use. The Standard Form 44 is authorized for use under the following conditions:

a. Authorized flights by Army aircraft during which mechanical or meteorological conditions prevent obtaining the required supplies and services from Government facilities or by Government National Credit Card.

b. Conditions under which continuation of flight or mission would constitute a hazard to safety or endanger public property.

c. Conditions under which the procurement of supplies and services from Government facilities would interfere with approved flight plans.

d. The transaction will not be in excess of \$2,500. The purchase will not under any circumstances exceed the \$2,500 limitation and will not be split to avoid the dollar limitation. Purchases in excess of \$2,500 are not authorized under any circumstances. The fact that a purchase exceeds the limitation by the smallest amount makes the entire transaction unauthorized. The individual causing the unauthorized transaction may incur a financial liability as a result of the action or inaction.

e. In view of the negotiable character of the Standard Form 44, Activity Operations Officers will establish controls to preclude the loss or possible misuse of the SF 44. Suggested storage includes a locked key or combination safe with limited access.

f. The Activity Publications Officer will requisition an initial supply of SF 44's in accordance with CA ARNGR 310-5, Acquisition of Publications and Blank Forms.

g. Prudent and reasonable use of the SF 44 will assure POL fund availability since the excessive use of this purchase instrument at higher fuel prices will decrease POL funds.

willing the Activity Operations Officer can take copy one, properly completed, and include it with copy three. Payment is thus expedited since the invoice is already matched to the receiving report. Otherwise, the vendor mails copy one to the USPFO, ATTN: CAUS-CA for payment.

(c) Copy four is retained by the Activity Operations Officer as a record of the transaction.

C-5. SF 44 Preparation Instructions.

a. Date of Order - Enter actual date aviator purchased fuel, oil, parts, etc.

b. Order Number - Enter DAHA04-93*-M-____** (use correct fiscal year and flight activity order number series).

* Fiscal Year - Indicates current fiscal year (1 October 19XX through 30 September 19XX) and will change accordingly.

**Flight Activity order number series:

Los Alamitos AASF:	5500 to 5625
Stockton AASF:	5626 to 5750
Sacramento AASF:	5751 to 5875
Fresno AAFA:	5876 to 5999

Each flight activity will start with their respective order number series and assign a number in sequence for each SF 44 used. For example, during FY93, Los Alamitos AASF would be DAHA04-93-M-5500, DAHA04-93-M-5501, etc. Each Flight Activity Operations Officer will maintain a log showing the aviator's name, A/C#, date of use, order number, location of, and the product or service obtained.

c. Name and Address of Seller (Vendor) - Self-explanatory.

d. Furnish Supplies/Services to - (Enter flight activity to which aircraft is assigned.) For example: Los Alamitos AASF, Los Alamitos, CA.

e. Supplies/Services - (Enter type of fuel obtained, and aircraft tail number.) For example: Aviation/Jet Fuel A-50 for Army Aircraft #62016.

f. Quantity - Enter the quantity of the gallons delivered into the aircraft.

g. Unit Price - Enter the cost per gallon of the fuel delivered into the aircraft.

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C-3. Responsibilities of Activity Operations Officers. The Activity Operation Officer will:

a. Conduct an initial briefing and subsequent briefings, as necessary, or as required by the Contracting Officer for all Army Aviators on the procedures for using the Standard Form 44.

b. Ensure that a sufficient number of Standard Form 44's are furnished each Army Aviator preparing for other than a routine local flight.

c. Ensure that adequate instructions for using the Standard Form 44 accompany each authorized flight (other than routine local flights). Instructions will include proper fund citation information.

d. Place a copy this Appendix in each aircraft.

C-4. Responsibilities of Aviators:

a. Army Aviators will not make cash purchases of supplies or services from personal funds. No published procedures exist for reimbursement.

b. When procuring supplies and services by use of Standard Form 44, Army Aviators will:

(1) Ensure that quantities of fuel and oil purchased are entered in appropriate blocks of the DA Form 2408-13 (Aircraft Inspection and Maintenance Record) in accordance with the instructions contained in TM 38-750.

(2) When procuring aviation fuel, oil, parts, supplies, equipment and/or necessary services by use of the Standard Form 44, Army Aviators will ensure that the SF 44 is prepared in original and three (3) handwritten or typewritten copies. All copies of the SF 44 must be neat and legible. Entries will be printed with indelible pencil, ballpoint pen, or typed in spaces as shown in paragraph C-5 below.

(3) Distribution of Standard Form 44:

(a) Copies one and two will be given to the vendor (seller). Copy one is for the vendor's use as an invoice or as an attachment to his commercial invoice (if the latter is used, copy one should be attached unsigned). Copy two is the vendor's record of the transaction.

(b) Copy three is the receiving report and is completed by the Activity Operations Officer and must be forwarded within two (2) working days to the USPFO for California, ATTN: CAUS-CA, P.O. Box 8104, San Luis Obispo, CA 93403-8104. If the vendor is

ORDER FOR SUPPLIES OR SERVICES				Form Approved OMB No. 0704-0187 Expires Aug 31, 1992		PAGE 1 OF 1	
(Contractor must submit four copies of invoice)							
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send your completed form to the procurement official identified in item 6.							
1. CONTRACT/PURCH ORDER NO. DLA600-93-D-4525		2. DELIVERY ORDER NO. OMAB		3. DATE OF ORDER 07/28/93		4. REQUISITION/PURCH REQUEST NO. WB1LFT-3207-0076	
5. PRIORITY ABA		6. ISSUED BY USPFO FOR CALIFORNIA PO BOX 8104 SAN LUIS OBISPO, CA 93403-8104 ATTN: CAUS-PC SHARON HIKULENIA		7. ADMINISTERED BY DEFENSE FUEL SUPPLY CENTER ATTN: DFSC-RFFP CAMERON STATION, BLDG 8 ALEXANDRIA, VA 22304-6160		8. DELIVERY FOB [X] DEST [] OTHER (See Schedule)	
9. CONTRACTOR Vendor Id: 00003027		CODE		10. DELIVER TO FOB POINT BY 08/03/93		11. MARK IF BUS. IS [X] SMALL [] SMALL DIS- ADVANTAGED [] WOMEN-OWNED	
NAME AND ADDRESS BAY AREA DIABLO PETROLEUM CO 1001 GALAXY WAY SUITE 308 CONCORD, CA 94520-5736		12. DISCOUNT TERMS 0 10 Net 30		13. MAIL INVOICES TO See Block 15			
14. SHIP TO MATES CAMP ROBERTS EAST GARRISON CAMP ROBERTS, CA 93451-5000 DLA60093D4525/OMAB		CODE LFT		15. PAYMENT WILL BE MADE BY DEFENSE FUEL SUPPLY CENTER ATTN: DFSC-RFFP CAMERON STATION, BLDG 8 ALEXANDRIA, VA 22304-6160		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	
16. DELIVERY [X] This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
PURCHASE Reference your PER CONTRACT - NORM furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED							
If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE 97X4930.SCF0 01 26.1 S44203 W5999 B32							
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE		20. QUANTITY ORDERED/ACCEPTED*		21. UNIT	
22. UNIT PRICE		23. AMOUNT					
41534		POC IS MR. PANGBORN 805-238-8273		7500		GL	
41534C		DIESEL FUEL DF-2		7500		GL	
41534E		CA SPILL FEE		7500		GL	
		FET		7500		GL	
		CONFIRMING-DO NOT DUPLICATE					
		24. UNITED STATES OF AMERICA		25. TOTAL		6076.13	
		BY: LTC JOHN L. GONG D05		26. QUANTITY IN COLUMN 20 HAS BEEN		27. SHIP. NO.	
		28. D.O. VOUCHER NO.		29. DIFFERENCES		30. INITIALS	
		31. PAYMENT		32. PAID BY		33. AMT VERIFIED CORRECT FOR	
		34. CHECK NUMBER		35. BILL OF LADING NO.		36. I certify this account is correct and proper for payment	
		37. REC'D AT		38. RECEIVED BY		39. DATE REC'D	
		40. TOTAL CONT.		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

h. Amount - Enter the total dollar amount of fuel delivered into the aircraft.

i. Total - Enter the amount as shown in C-5h above.

j. Discount Terms - Enter vendor-offered discount for prompt payment, 2% - 20 days. If none offered or there is none, enter "None".

k. Agency Name and Billing Address - Enter USPFO for California, ATTN: CAUS-CA, P.O. Box 8104, San Luis Obispo, CA 93403-8104.

l. Ordered by - Enter actual signature of pilot, for example: JOHN L. DOE, CPT, CA ARNG, Pilot. This block will not be signed by anyone other than the pilot.

m. Received by - Enter printed name of individual receiving the fuel, for example: JOHN L. DOE.

n. Title - Enter rank, CA ARNG, and pilot; for example: CPT, CA ARNG, Pilot.

o. Date - Date individual received fuel. This date must be the same day as shown in C-5a, "Date of Order", above.

p. Payment Requested - Vendor must check this block and enter the amount as shown in C-5h and C-5i of the form.

q. Seller - Vendor or his representative must enter his signature. If vendor does not sign, an invoice is required before payment can be made. If vendor signs, no invoice is required (however it is advisable to obtain an invoice).

r. Date - Vendor must enter date he delivered the fuel into the aircraft. This date must be the same date as shown in C-5a and C-5o above.

C-6. Flight activities and/or aviators are not required to enter or have entered by vendor any data other than as specified in items C-5a through C-5r above.

C-7. Flight activities and/or aviators will ensure that the vendor enters the SF 44 order number on the invoice when used. Example: DAHA04-93*-M-____** (refer to paragraph C-5b for *Fiscal Year and **Flight Activity order number series).

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APPENDIX E

MATERIAL INSPECTION AND RECEIVING REPORT		1. PROC INSTRUMENT IDEN (CONTRACT) DAHA04-93-M-1395		10. ORDER NO.	8. INVOICE	7. PAGE OF
						8. ACCEPTANCE POINT
2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L TON		5. DISCOUNT TERMS		
9. PRIME CONTRACTOR JONES & SMITH HARDWARE 1600 SOUTH K ST. SAN LUIS OBISPO, CA 93403 - 8101		10. ADMINISTERED BY		CODE		
11. SHIPPED FROM (if other than 9) CODE		FOB		12. PAYMENT WILL BE MADE BY CODE		
13. SHIPPED TO HEADQUARTERS ATTN: SUPPLY DIVISION CAMP ROBERTS, CA 93451-5000 (805) 238-8210/AV 949-8210		14. MARKED FOR		CODE		
16. ITEM NO.	15. STOCK/PART NO. (Indicate number of shipping containers - type of container - container number)	17. DESCRIPTION	17. QUANTITY SHIP/REC'D	18. UNIT	19. UNIT PRICE	20. AMOUNT
5.		DOWLING JIG, P/N 04-059	1	EA		39.45
6.		CENTER SQUARE, P/N 46-101	3	EA	5.52	16.56
7.		BEADING ROUTING BIT, P/N 05-611	3	EA	10.94	30.72
8.		FLUSH LAMINATE TRIM ROUTER BIT	1	EA		13.09
9.		HINGE MORTISE ROUTER BIT	2	EA	12.00	24.00
10.		BEVEL LAMINATE TRIM ROUTER BIT	1	EA		13.09
11.		BULL NOSE RABBIT PLAN	2	EA	19.29	38.56
12.		TROPEDO LEVEL	3	EA	11.28	33.84
21. PROCUREMENT QUALITY ASSURANCE				22. RECEIVER'S USE		
A ORIGIN <input type="checkbox"/> POA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents		B DESIGNATION <input type="checkbox"/> POA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents		Quantities shown in column 17 were received in apparent good condition except as noted 1Sep93 DATE RECEIVED SIGNATURE OF AUTH GOVT REP TYPED NAME AND OFFICE		
DATE SIGNATURE OF AUTH GOVT REP		DATE SIGNATURE OF AUTH GOVT REP		* If quantity received by the Government is the same as quantity shipped, indicate by (✓) mark. If different, enter actual quantity received below quantity shipped and encircle.		
TYPED NAME AND OFFICE		TYPED NAME AND TITLE				
23. CONTRACTOR USE ONLY						

"SAMPLE"

DD FORM 250
NOV 96

REPLACES EDITION OF 1 AUG 87 WHICH MAY BE USED

APPENDIX F

DA FORM 3953 PREPARATION INSTRUCTIONS

The Purchase Request and Commitment, DA Form 3953, will be prepared by the initiating activity in an original and three typewritten copies. The original and two copies will be forwarded to the USPFO, ATTN: CAUS-SC. The final copy will be retained by the initiating activity. The following instructions are keyed to the attached sample:

F1. Requisition Number: Enter the requisition number of the unit/activity submitting the request. Requisition number must include DODAAC/Julian Date/Serial Number.

F2. Date: Self explanatory.

F3. Page Data: Self explanatory.

F4. To: USPFO for California.

F5. From: Insert unit/activity submitting request.

F6. Purchased For: _____
(item)

F7. Delivered To: Indicate the desired delivery point. For example: Warehouse _____, Door _____, POC _____. For Services: Cite "Services".

F8. Not Later Than: A specific date must be inserted. The term ASAP is not acceptable and requests bearing this term will be returned without action.

F9. Citation:

a. Cite the applicable AR or CTA covering the procurement.

b. Cite the special authority (i.e. depot, extract, etc.) if applicable.

F10. Item: Utilize a two digit number commencing with 01.
Note: These item numbers will appear on the resultant order or contract.

F11. Description of Supply or Services: Include the NSN (if applicable), nomenclature and specification (attach additional supporting documentation as deemed necessary).

F12. Quantity: Self explanatory.

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APPENDIX F (cont)

PURCHASE REQUEST AND COMMITMENT For use of this form see AR 37-1 the proponent agency is OASA(FM)			1 PURCHASE INSTRUMENT NO		2 REQUISITION NO F1		3 DATE F2		PAGE OF F3 PAGES	
4 TO: F4			5 THRU:			6 FROM: F5				
It is requested that the supplies and services enumerated below or on attached list be										
7 PURCHASED FOR F6			8 DELIVERED TO F7			9 NOT LATER THAN (Date) F8				
The supplies and services listed below cannot be secured through normal supply channels or other Army supply sources in the immediate vicinity, and their procurement will not violate existing regulations pertaining to local purchases for stock; therefore, local procurement is necessary for the following reason (Check appropriate box and complete item.)						10 NAME OF PERSON TO CALL FOR ADDITIONAL INFORMATION		11 TELEPHONE NUMBER		
12 LOCAL PURCHASES AUTHORIZED AS THE NORMAL MEANS OF SUPPLY FOR THE FOREGOING BY F9a			13 REQUISITIONING DISCLOSES NONAVAILABILITY OF ITEMS AND LOCAL PURCHASE IS AUTHORIZED BY F9b			FUND CERTIFICATION The supplies and services listed on this request are properly chargeable to the following allotments; the available balances of which are sufficient to cover the cost thereof, and funds have been committed				
EMERGENCY SITUATION PRECLUDES USE OF REQUISITION CHANNELS FOR SECURING ITEM										
14 ITEM	15 DESCRIPTION OF SUPPLY OR SERVICES	16 QUANTITY	17 UNIT	18 ESTIMATED		19 ACCOUNTING CLASSIFICATION AND AMOUNT F22 F23				
				UNIT PRICE a	TOTAL COST b					
F10	F11	F12	F13	F14	F15					
	F16									
25 THE FOREGOING ITEMS ARE REQUIRED NOT LATER THAN AS INDICATED ABOVE FOR THE FOLLOWING PURPOSE F17						20 TYPED NAME AND TITLE OF CERTIFYING OFFICER F24				
						21 SIGNATURE F25		22 DATE F26		
						23 DISCOUNT TERMS				
						24 PURCHASE ORDER NUMBER				
						26 DELIVERY REQUIREMENTS ARE MORE THAN 7 DAYS REQUIRED TO INSPECT AND ACCEPT THE REQUESTED GOODS OR SERVICES YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES NUMBER OF DAYS REQUIRED				
27 TYPED NAME AND GRADE OF INITIATING OFFICER F18			28 SIGNATURE F20		29 DATE F21		34 TYPED NAME AND GRADE OF APPROVING OFFICER OR DESIGNEE F27		35 SIGNATURE F28	
30 TELEPHONE NUMBER F19									36 DATE F29	
31 TYPED NAME AND GRADE OF SUPPLY OFFICER			32 SIGNATURE		33 DATE					

DA FORM 3953 MAR 91

F13. Unit: Unit of issue.

F14. Unit Price: Enter the "best estimate" of unit price.

F15. Total Cost: Total of items F12 X F14.

F16. Enter the name, address, point of contact, and telephone number of the recommended vendor/contractor.

F17. Priority: Indicate the requesting activity's authorized priority designator (example: 3, 8, 13, etc.). The authorized priority designator must be indicated or the purchase request will be returned by the Purchasing Office to CAUS-SC for priority designator assignment which will delay processing of the request until it is returned to the Purchasing Office. Note: The citation of priority designator will not, in itself, ensure delivery to meet the desired requirement, but merely provides that the procurement action will be accomplished according to its assigned priority.

F18. Typed Name: Self explanatory.

F19. Telephone Number: Self explanatory.

F20. Signature: Self explanatory. DD Form 577, "Signature Card", required.

F21. Date: Self explanatory.

F22. Accounting Classification: Enter complete accounting (appropriation) classification data, including the unit/activity Unit Identification Code (UIC).

F23. Indicate the total funding being reserved for the procurement action.

F24. Typed Name: Self explanatory. This individual may be a Program Director, Director of Logistics, Adjutant, or other individual authorized to obligate funds.

F25. Signature: Self explanatory. DD Form 577, "Signature Card", required.

F26. Date: Self explanatory.

F27. Typed Name: Self explanatory.

F28. Signature: Self explanatory. The purchase request will reflect the actual signature of the commander or designee and will not be signed for the commander/designee by another individual.

F29. Date: Self explanatory.

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APPENDIX G

DOC IDENT		ADU IDENT		FSC		STORE NUMBER		QUANTITY		REQUISITION DATE		DATE		SERIAL		SUPPLEMENTARY ADDRESS		FUND		DISTRIBUTION		PROJECT		FISCAL YEAR		ADU DATE		ADU																																																																																																																											
SEND TO:										REQUEST IS FROM:																																																																																																																																													
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APPENDIX H

DOCUMENT IDENTIFIER		ROUTING IDENTIFIER		M & S		MANUFACTURER'S CODE AND PART NUMBER																	UNIT OF ISSUE		QUANTITY		DOCUMENT NUMBER															
						FSCM							PART NUMBER														REQUISITIONER			DATE			SERIAL									
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43
A	0	B	A	3	5	M	0	2	2	8	0	5	8	1	1	0	8					E	A	0	0	0	0	1	W	6	2	M	5	F	0	1	2	7	0	6	0	4
DEMAND		SUPPLEMENTARY ADDRESS				SIGNAL		FUND CODE		DISTRIBUTION CODE		PROJECT CODE		PRIORITY		REQUIRED DELIVERY DATE		ADVICE CODE		BLANK															REJECT CODE (FOR USE BY SUPPLY SOURCE ONLY)							
44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86
R	W	6	2	M	4	9	8			0	9					0	6				2	A					A	5	3	8	1	0	2	3	2	2	0					
IDENTIFICATION DATA																																										
1. MANUFACTURER'S CODE & PART NO. (When they exceed Card Columns 8 thru 22)																						2. MANUFACTURER'S NAME AMERICAN HOIST & DERRICK CO. 63 S. ROBERTS ST PAUL MN																				
3. MANUFACTURER'S CATALOG IDENTIFICATION AND DATE																						4. TECHNICAL ORDER NUMBER 6600/816																				
5. TECHNICAL MANUAL NUMBER DY 493 TM5-3810-232-20P DTD 29 MAR 85																						6. NAME OF ITEM REQUESTED PLATE, DATA LEVER ARRANGEMENT																				
7. DESCRIPTION OF ITEM REQUESTED PLATE, DATA LEVER ARRANGEMENT																						7a. COLOR																				
																						7b. SIZE																				
8. END ITEM APPLICATION AND SOURCE OF SUPPLY CRANE WHEEL MOUNTED 20T NSN: 3810-00-043-5354																																										
9a. MAKE AMERICAN HOIST AND DERRICK																						9b. MODEL NUMBER 2385							9c. SERIES 1970							9d. SERIAL NUMBER GS13311W						
9. REQUISITIONER (Clear Text Name and Address) W62M5F MATES EAST GARRISON P.O. BOX 397 SAN MIGUEL, CA 93451-0397																						10. REMARKS USA # 08A1769 OMS # 3 CAMP ROBERTS MATES																				

DD FORM 1348-6

EDITION OF 1 MAR 74 MAY BE
USED UNTIL EXHAUSTED

NON-NSN REQUISITION (MANUAL)

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APPENDIX I

SPECIFICATION REVIEW CHECKLIST

GENERAL REVIEW

- _____ IS IT UNDERSTANDABLE?
- _____ TYPOGRAPHICAL ERRORS?
- _____ GRAMMATICAL ERRORS?
- _____ IS THE SPECIFICATION LOGICALLY ORGANIZED?
- _____ WHAT IS BEING PURCHASED AND FOR WHAT USE?

PROCUREMENT REVIEW

FAR/DFAR/AFAR/NGFARS COMPLIANCE:

- _____ DOES THE SPECIFICATION REFLECT MINIMUM ESSENTIAL NEEDS?
- _____ IS IT RESTRICTIVE? IF SO, IS THE RESTRICTION JUSTIFIED?
- _____ DOES THE SPECIFICATION PERMIT MAXIMUM COMPETITION?
- _____ IS THE USE OF A MANDATORY SPECIFICATION REQUIRED?
- _____ HAS AN EXCEPTION OR DEVIATION FROM A MANDATORY SPECIFICATION BEEN OBTAINED?
- _____ SHOULD A COMMERCIAL PURCHASE DESCRIPTION BE USED?
- _____ HAS THE SPECIFICATION BEEN TAILORED TO A SPECIFIC PRODUCT?
- _____ ARE THE PACKING AND MARKING REQUIREMENTS LOGICAL?
- _____ ARE THE INSPECTION, ACCEPTANCE, AND TESTING REQUIREMENTS AND RESPONSIBILITIES CLEAR AND NECESSARY?
- _____ IF A SPECIAL PURCHASE DESCRIPTION OR SPECIFICATION IS USED, DOES IT CONTAIN THE NECESSARY FAR ELEMENTS?

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_____ ARE PAYMENT PROVISIONS IN THE SPECIFICATIONS CONSISTENT
WITH THE BID SCHEDULE?

_____ ARE APPLICABLE STANDARD SPECIFICATIONS, CODES AND
STANDARDS PROPERLY INCORPORATED BY REFERENCE OR OTHERWISE
ON THE CONTRACT DOCUMENTS?

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BRAND NAME OR EQUAL:

- _____ IS A BRAND NAME PURCHASE DESCRIPTION USED?
- _____ HAS THE BRAND NAME OR EQUAL PURCHASE DESCRIPTION BEEN JUSTIFIED?
- _____ ARE THE SALIENT CHARACTERISTICS LISTED PROPERLY?

TYPES OF SPECIFICATIONS:

- _____ IS THE SPECIFICATION A DESIGN OR PERFORMANCE SPECIFICATION?
- _____ IS THE REQUIRING OFFICE AWARE OF THE TYPE OF SPECIFICATION AND THE IMPACT OF THE SPECIFICATION TYPE?
- _____ IS THERE AN INEFFECTIVE DISCLAIMER IN THE SPECIFICATION?
- _____ DOES THE SPECIFICATION ACCURATELY REFLECT THE ACTUAL DESIGN OR PERFORMANCE REQUIREMENTS?

CONSTRUCTION SPECIFICATIONS:

- _____ ARE THERE CONFLICTS BETWEEN THE SPECIFICATIONS AND GENERAL PROVISIONS?
- _____ ARE QUANTITIES OF PAY ITEMS OR ESTIMATES CONSISTENT THROUGHOUT THE CONTRACT PACKAGE?
- _____ IS THE SAME NOMENCLATURE FOR THE SAME ITEMS USED THROUGHOUT THE CONTRACT PACKAGE?
- _____ ARE THERE BRAND NAME OR EQUAL PURCHASE DESCRIPTIONS USED FOR CONSTRUCTION MATERIALS?
- _____ ARE DEMOLITION SPECIFICATIONS DETAILED ENOUGH?
- _____ IS A PARTICULAR CONSTRUCTION METHOD OR MANNER OF PERFORMANCE DIRECTED? IS IT NECESSARY?
- _____ ARE DRAWINGS CONSISTENT WITH THE SPECIFICATIONS?
- _____ ARE CONSTRUCTION DETAILS ON THE DRAWINGS CLEAR, AND ARE DRAWING DETAILS CONSISTENT WITH DRAWING GENERAL NOTES?

APPENDIX JELECTRIC/MANUAL TYPEWRITERSINSPECTION CHECKLIST

J-1. <u>CARRIAGE:</u>	<u>SAT</u>	<u>UNSAT</u>
a. Rails must be smooth	_____	_____
b. No rock on ends	_____	_____
J-2. <u>MAINSRING:</u>		
a. Proper tension	_____	_____
b. Proper length of drawband	_____	_____
J-3. <u>PLATEN:</u>		
a. No end shake. Must return freely	_____	_____
b. Knob set screws tight	_____	_____
c. Parallel	_____	_____
J-4. <u>VARIABLE:</u>		
a. No slippage	_____	_____
b. Correct operation	_____	_____
J-5. <u>PAPER FEED:</u>		
a. Tension uniform and proper	_____	_____
b. Release operates properly	_____	_____
J-6. <u>LINE SPACING:</u>		
a. Spacing correct on 1-2-3	_____	_____
b. No creep in platen after line spacing	_____	_____
c. Line space lever and mechanics free in operation	_____	_____
d. Ratchet detent positioned to the ratchet correctly	_____	_____
e. Proper tension on ratchet detent spring	_____	_____
f. Line space pawl spring in good condition	_____	_____
J-7. <u>SHIFT MECHANISM:</u>		
a. All linkage free with a very minimum of play	_____	_____
b. Shifts light and snappy	_____	_____
c. Shift locks adjusted properly	_____	_____

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	<u>SAT</u>	<u>UNSAT</u>
d. Margin stops easily positioned	_____	_____
e. Feed rack meshed to the pinion properly	_____	_____
J-14. <u>BELL:</u>		
a. Ringer adjusted to the margin stops properly	_____	_____
b. Bell rings as loud as possible	_____	_____
J-15. <u>LINELOCK:</u>		
a. Adjusted to lock at the right time	_____	_____
b. All keylevers lock	_____	_____
c. Bail returns properly when margin release operated	_____	_____
J-16. <u>COVER PLATES:</u>		
a. Cover plates cushioned and tight	_____	_____
b. Paint in good condition	_____	_____
J-17. <u>KEYBOARD:</u>		
a. Keytone straight, level and spaced properly; must be neat	_____	_____
J-18. <u>ALIGNMENT:</u>		
a. All letters in line	_____	_____
b. Side alignment accurate	_____	_____
c. All typebars and actions free	_____	_____
J-19. <u>TYPING CHECK:</u>		
a. Check typing results for skipping, piling and alignment	_____	_____
J-20. <u>MACHINE APPEARANCE:</u>		
a. Platen clean	_____	_____
b. Plating in good condition and polished	_____	_____
c. No mars on frame	_____	_____
d. All excess grease removed and designators clean and clear	_____	_____
e. Type heads clean	_____	_____
f. Bail and scales correspond	_____	_____

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J-8. <u>TABULATOR:</u>	<u>SAT</u>	<u>UNSAT</u>
a. Tab rack adjusted properly	_____	_____
b. Tab set and clear keys free in operation and adjusted to tab rack	_____	_____
c. Tab brake brakes	_____	_____
d. Tab trip correct	_____	_____
J-9. <u>SPACE BAR:</u>		
a. Complete freedom of operation	_____	_____
b. Trip adjusted properly	_____	_____
c. Felt bumpers adjusted properly and in good condition	_____	_____
d. Proper tension	_____	_____
J-10. <u>BACK SPACER:</u>		
a. Free in operation	_____	_____
b. No overthrow in operation either fast or slow	_____	_____
J-11. <u>RIBBON:</u>		
a. Spools free of binds	_____	_____
b. Vibrator free	_____	_____
c. Letters must not be cut off in Black or Red, Caps or Normals	_____	_____
d. Colors must not mix on Red or Black	_____	_____
e. Must have positive reverse	_____	_____
f. Proper clearance and correct tension of spools	_____	_____
g. Proper mesh of gears and smooth operation in winding	_____	_____
J-12. <u>ALIGNING SCALE (Line Finder):</u>		
a. Adjusted correctly to the platen for clearance	_____	_____
b. Lined properly to a line	_____	_____
c. Correct scale for the type of carriage and pitch of machine	_____	_____
d. Card Stops set and working properly	_____	_____
J-13. <u>LEFT MARGIN:</u>		
a. Overthrow checked and set for positive operation	_____	_____
b. Proper rack (pitch) for machine	_____	_____
c. Clearance between left margin stop and margin release	_____	_____

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APPENDIX K

RELOCATION/CHANGE OF EQUIPMENT
UNDER MAINTENANCE AGREEMENT FORMAT

(OFFICE SYMBOL)

(DATE)

MEMORANDUM THRU USPFO for California, ATTN: CAUS-SU, P.O. Box
8104, San Luis Obispo, CA 93403-8104

FOR USPFO for California, ATTN: CAUS-PC, P.O. Box 8104, San
Luis Obispo, CA 93403-8104

SUBJECT: Relocation/Change of Equipment Under Maintenance
Agreement

1. Request the following change(s) to equipment listed under
maintenance agreement contract number DAHA04-_____ be
approved and noted:

a. The following equipment is to be deleted from this
agreement for the following reason:

b. The following equipment is to be added to this agreement
for the following reason:

c. The following equipment requires a location change, with
prior approval obtained from _____:
(name/location of approving official)

d. Change in status of the following equipment (vendor
change, change in components/serial number, etc.) and reasons for
the change:

2. All correct serial numbers, models, etc., and exact locations
of equipment have been provided above.

SIGNATURE BLOCK
(Commander/Supervisor)

1 September 1993

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APPENDIX L

SOLE SOURCE REQUEST MEMORANDUM FORMAT

(OFFICE SYMBOL)

(DATE)

MEMORANDUM THRU USPFO for California, ATTN: CAUS-SU, P.O. Box
8104, San Luis Obispo, CA 93403-8104

FOR USPFO for California, ATTN: CAUS-PC, P.O. Box 8104, San
Luis Obispo, CA 93403-8104

SUBJECT: Sole Source Request for _____ (Item)

1. The memorandum to the Contracting Officer (CAUS-PC) which initiates the request for sole source purchases should:

a. State the specific tasks to be performed. The description of the work to be performed should be as complete and accurate as possible. This should be prepared by a technical expert.

b. List the reason(s) why this particular contractor is the only firm that can meet the Government's requirements.

c. Describe why it is to the Government's advantage to contract with this firm.

d. State the consequences, impact or injuries to the Government if the contract is not placed with a sole source.

e. State which components of the project can be separated for competitive procurement. If none of the components can be separated, the requester should state the rationale for his answer.

f. Describe the steps that have been taken to obtain competition. If no steps have been taken to obtain competition, the requester should provide justification for his action.

g. Indicate what steps will be taken in the future to obtain competition. If no step will be taken in the future to obtain competition, he should set forth his rationale.

2. Normally, only component parts of presently owned equipment meet the criteria of paragraphs 1a through 1g, above. If an item is a component part, you must identify the end item and explain why you believe no other part would be acceptable.

APPENDIX M

CHECKLIST FOR PREVENTING WASTEFUL YEAR-END SPENDING

M-1. Standards of Conduct:

a. Have employees been advised of the Standards of Conduct as they apply to wasteful spending and the possible sanctions and penalties?

b. Have employees been apprised of their duty to report, and the methods of reporting, waste and fraud including hotline telephone numbers and the protections that are available to employees making waste and fraud reports?

c. Contracts or other documents must not be post dated.

d. Procurement actions should not be delegated or assigned to field or base stations, regional or other subordinate offices, or other activities or agencies; nor should any other action be taken to avoid proper review, clearance, approvals or other such internal controls.

e. Contracts to former Government employees must be closely reviewed and clearly justified.

M-2. Need Determination:

a. Is the request part of a current approved plan?

b. Is the request for more property or services than are needed to meet an approved and essential program objective?

c. Is the request duplicative in whole or in part?

d. Has a lease versus purchase review been completed if appropriate?

e. Is the modified request for the purchase of additional items or services not contained in the original procurement request or contractor proposal? If so, is this because estimated funding needs were in excess of the funds actually required to meet the fund requirements of the original request? Is it fully justified?

f. Purchases or orders for equipment, supplies or services should not be approved unless they have been planned in advance or are needed to meet an emergency and comply with agency internal controls.

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3. In conjunction with paragraphs 1a through 1g above, the initiator is responsible for ensuring that adequate research has been accomplished to determine that an acceptable substitution item(s) is not available.

4. Include a statement to the effect that the required research has been accomplished. This statement should read as follows:
"I certify that all possible research to find an alternate item has been exhausted within time limits available to meet the assigned priority and no other item will suffice."

5. The repetitive purchase of the same item requires a new sole source justification with each new purchase request.

SIGNATURE BLOCK
(Commander/Supervisor)

c. All noncompetitive proposals should be audited or audit information obtained, unless reasonableness of price can be established clearly by other means.

d. Certification of current cost or pricing data should not be used as a substitute for a Pre-Award Price Negotiation.

e. Initiation of procurements in the fourth quarter for award in the fiscal year should generally be limited to small purchases or to unscheduled emergency requirements.

M-4. Method of Contractor Selection:

a. Will a competitive contract be necessary? Is it fully justified? Have plans been made to prevent a subsequent noncompetitive contract?

b. Are grants reviewed to ensure they are the proper vehicle in accordance with the Grant and Cooperative Agreement Act, Public Law 95-224, and are not used to avoid procurement procedures?

c. "Unsolicited" proposals should be truly unsolicited and should not be accepted unless they are truly unique or innovative and are for an essential program requirement. Award will only be made after strict compliance with regulations pertaining to unsolicited proposals.

d. Procurements should not be divided just to come within small purchase procedures. In accordance with good procurement practices, requests should be consolidated if it would be more cost effective to do so. However, this should not be construed to prohibit the breakout of items for small or minority business.

e. Short response times or restrictive requirements must not be used as methods to avoid open competition or as a means of "steering" a contract.

M-5. Use of Existing Contracts:

a. If the request is for the exercise of options or the funding of the later years of a multiyear contract, is it fully justified and still necessary? Is the option or later year still reasonably priced?

b. If requests are for purchases of Federal Agreements or requirements-type contracts, are they fully justified as to need, pricing, and the method of contracting?

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g. Funds should not be obligated for requirements or type task contracts in excess of anticipated needs based on projections from prior use and current operating levels.

h. The procurement of consulting and related services contracts and modifications to such current contracts must be reviewed for compliance with current controls.

i. Purchases by or orders from the General Services Administration, the Defense Logistics Agency, Central Procurement Offices, or of Federal Supply Schedules should not be in excess of current use or inventory requirements. Use and inventory requirement must be validated. Orders should not be placed if delivery cannot be made in time to meet current need or inventory requirements.

j. Procurement actions must be reviewed to ensure that they are essential, the minimum necessary, not superfluous or "gold-plated".

k. To avoid duplication or under-utilization and to foster greater economy and efficiency, users should ensure maximum utilization of available inventories and the proper use of all available resources, including Excess Property.

l. Intergovernmental Agreements for the common use or loan of equipment, services or facilities should be used when cost effective.

m. Items should not be replaced when they still are usable unless replacement is essential to meet program objectives, or substantial cost savings will result. Materials and equipment should be repaired and reused whenever practical.

n. Renovation, moving or redecorating should only be done when it is essential to program objectives, required because of lease arrangements, or in any emergency to protect the health and safety of employees. In any case, it should only be the minimum necessary.

M-3. Good Procurement Practice and Accountability:

a. Is there time to ensure that normal procurement practices are followed?

b. A cost or price analysis, and a determination that the Government is paying only fair and reasonable prices and will receive all appropriate discounts and credits, should be made for all contracts or modifications.

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APPENDIX N

VENDOR DEMONSTRATION AGREEMENT FORMAT

USPFO FOR CALIFORNIA
CONTRACTING DIVISION
VENDOR DEMONSTRATION AGREEMENT

_____, hereinafter referred to as the "vendor," is authorized to conduct a demonstration of materials as herein described, and subject to the terms of this agreement.

DEMONSTRATION AND/OR PRODUCT DISPLAY (Describe):

LOCATION OF DEMONSTRATION OR DISPLAY:

DATE(S) AND DURATION OF DEMONSTRATION OR DISPLAY:

The parties to this document agree as follows:

1. Vendor demonstrations and product displays are conducted for the sole purpose of demonstrating the capability of a particular item(s) or service and not for fulfilling mission requirements for an interim timeframe. The examination and demonstration of item(s) or services will in no way, expressed or implied, obligate the Government to purchase, rent, or otherwise acquire the item(s) demonstrated. Normally, vendors will have sole responsibility for furnishing all supplies, equipment, etc., necessary to accomplish the demonstration. On occasion, it may be desirable to furnish certain supplies and/or equipment from Government assets to support vendor demonstrations. These supplies and/or equipment will not be furnished unless approved by a proper Government authority. The vendor agrees to repair, replace or fully reimburse the Government for any damage or loss incurred while the supplies and/or equipment are in his/her possession or use. The manufacture, transportation, maintenance, and demonstration of items are accomplished without cost to the Government. Demonstrations are to be conducted by an authorized representative of the vendor furnishing the item(s) for demonstration. Government personnel will not demonstrate or endorse the vendor's product. The Government must exercise due care in handling item(s) on demonstration. The Government assumes no cost or obligation, expressed or implied, for damage to, destruction of, or loss of such equipment; or for damages or injuries resulting from the submission by the Government for the vendor's demonstration of the defective item(s). The Contracting Officer is the duly authorized representative of the Government for purposes of this agreement.

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c. If the request is to add funds to an ongoing contract with a Government-Owned/Contractor-Operated Facility, or Federal Funded Research and Development Center, is the requirement clearly defined and fully justified? Are such contracts being used as a means to circumvent procurement requirements? Are subcontract awards being directed by a Federal agency.

d. Funds obligated to cover unpriced items, such as changes, spare parts and data, should not be obligated in excess of current best estimates of need for those items. Additional obligations in excess of the original procurement request must be clearly justified.

e. Funds for letter contracts should not be obligated in excess of that allowed by regulations; nor should letter contracts be used solely as a vehicle to obligate funds that would otherwise lapse.

f. When contracts are modified or supplemental agreements issued to increase the level of effort or procure additional tasks, items or services, the additional requirements must be validated. The subcontracting of substantial parts of such modifications, change orders or tasks may indicate contracts are being used as vehicles to avoid competition.

g. Funds for contractor-operated supply stores or other logistic support-type contracts should not be obligated in excess of current requirements or used as a vehicle to make directed procurements nor should they otherwise be used to avoid agency internal management controls.

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THE UNITED STATES OF AMERICA

(Signature) DATE: _____

(Type or Print Name of Contracting Officer)

1 September 1993

2. The vendor understands that any data provided by the vendor becomes the property of the Government and the vendor does not possess a proprietary interest in any of the data provided.

3. The vendor will not file any claim against the Government or otherwise seek compensation for any information or services provided.

4. The Government is not bound, nor the agencies obligated, to follow any recommendations of the vendor. The United States Government is not bound nor is it obligated in any way to give any special consideration to the vendor on future contracts.

5. In the event the Government agrees to provide any Government-owned supplies for use by the contractor, the following statement becomes part of this agreement:

"GOVERNMENT-FURNISHED PROPERTY"

a. The Government will deliver to the vendor, for use only in connection with the agreement, the property described below (hereinafter referred to as "Government-Furnished Property").

b. Title to Government - Title to the furnished property shall remain in the Government. The vendor shall maintain adequate control of Government-Furnished Property in accordance with sound practices.

c. Unless otherwise provided in this agreement, the vendor, upon delivery of any Government-Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto, and any property consumed in the performance of this agreement is reimbursable to the Government.

d. Description Nomenclature (including serial number) as applicable:

Current Market Value: \$ _____

VENDOR: _____
(Type or Print Business Name of Vendor)

BY: _____ DATE: _____
(Signature)

(Type or Print Name & Title)

MATERIAL INSPECTION AND RECEIVING REPORT		1. PROC INSTRUMENT IDEN. (CONTRACT) DAHA04-89-A-0436		ORDER NO.	6. INVOICE	7. PAGE OF
				8. ACCEPTANCE POINT		
2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L TCN		5. DISCOUNT TERMS		
9. PRIME CONTRACTOR XEROX CORPORATION 2300 SUN VALLEY RD SUNSHINE, CA. 96101-1798		10. ADMINISTERED BY		CODE		
11. SHIPPED FROM (if other than 9) HQS, 3D FWD SPT BN 16501 ASHLAND AVE SAN LORENZO, CA. 94580-1798		12. PAYMENT WILL BE MADE BY		CODE		
13. SHIPPED TO HQS, 3D FWD SPT BN 16501 ASHLAND AVE SAN LORENZO, CA. 94580-1798		14. MARKED FOR		CODE		
16. ITEM NO.	18. STOCK/PART NO. <small>(predicate number of shipping containers - type of container - container number)</small>	17. DESCRIPTION	17. QUANTITY SHIP/REC'D	18. UNIT	19. UNIT PRICE	20. AMOUNT
	"I UNDERSTAND THAT THE SERVICES AS PROVIDED IN THE PURCHASE ORDER ARE AVAILABLE TO THIS ORGANIZATION".					
21. PROCUREMENT QUALITY ASSURANCE				22. RECEIVER'S USE		
A. ORIGIN <input type="checkbox"/> POA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.		B. DESTINATION <input type="checkbox"/> POA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.		Quantities shown in column 17 were received in apparent good condition except as noted.		
DATE SIGNATURE OF AUTH GOVT REP		DATE SIGNATURE OF AUTH GOVT REP		15. JUN 89 <i>John Doe</i> DATE RECEIVED SIGNATURE OF AUTH GOVT REP		
TYPED NAME AND OFFICE		TYPED NAME AND TITLE		TYPED NAME AND OFFICE		
23. CONTRACTOR USE ONLY				* If quantity received by the Government is the same as quantity shipped, indicate by (✓) mark, if different, enter actual quantity received below quantity shipped and encircle		

"SAMPLE"

APPENDIX P

CONTRACTING OFFICER'S REPRESENTATIVE (COR) GUIDE

P-1. General:

The Contracting Officer's Representative Guide is provided to assist appointed CORs in carrying out their assigned duties. It is separated by items the COR should and should not do when performing their duties.

P-2. Contracting Officer Representative "DO's":

a. Keep the COR appointment letter. Read, understand, and know its contents. This letter defines exact functions which have been delegated.

b. Understand the limitations of your authority.

c. Keep a copy of the contract and all modifications readily available.

d. Immediately familiarize yourself with the terms and conditions of the contract.

e. Establish and maintain a file of all documents and correspondence pertaining to the contract.

f. Forward the COR file to the Contracting Officer for inclusion in the official contract file.

g. Take timely action on all correspondence.

h. Check contractor's work against specifications.

i. Complete progress reports timely and accurately, and forward them to the Contracting Officer.

j. Correct deficient work. Be cautious, however, that you "Do Not" supervise contractor personnel.

k. Ensure that the contractor responds in a timely manner when required. Check responses for accuracy and completeness.

l. Verify the need for contractor overtime on cost contracts when requested by the Contracting Officer.

m. Observe contractor's surveillance of subcontractor performance. Report inadequate surveillance to the Contracting Officer.

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n. Follow through on corrective actions recommended by the Contracting Officer, or any authorized inspector.

o. Ascertain that all emergencies are attended to and resolved immediately. Cooperate fully with the Contracting Officer.

p. Inform the contractor immediately when you become aware of any unsatisfactory performance.

q. Immediately report any difference of opinion concerning performance of the contract between you and the contractor to the Contracting Officer for resolution.

r. Immediately report to the Contracting Officer any labor disputes or problems which have a potential for impairing the contractor's ability to perform.

P-3. Contracting Officer Representative "DON'Ts":

a. Tell the contractor how to run his operation.

b. Tell the contractor to fire an individual.

c. Let personalities enter into your discussions with the contractor.

d. Ask the contractor to do any work outside the scope of the contract.

e. Let the contractor proceed on his own on work outside the scope of the contract. Coordinate immediately with the Contracting Officer.

f. Commit the equipment, supplies or personnel of the contractor for use by others.

g. Provide the contractor with Government equipment, supplies, or services unless specifically authorized within the provisions of the contract.

h. Delay paperwork, correspondence or reports that require immediate action on the part of the contractor or other Government offices.

1 September 1993

CA ARNGR 715-1

(CAUS)

BY ORDER OF THE GOVERNOR:

OFFICIAL:



THOMAS D. LEWIS
LTC, GS, CA ARNG
Director of Information Management

TANDY K. BOZEMAN
Major General
The Adjutant General

DISTRIBUTION:

A